



City of Black Hawk

Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Email: cpdinquiry@cityofblackhawk.org

MINERS MESA SPACE NO.

Issue Date: _____

NO COMMERCIAL USE – RESIDENTS AND CITY EMPLOYEES ONLY

Email completed application and signed acknowledgement of storage rules to cpdinquiry@cityofblackhawk.org.

Occasionally stored property may need to be moved to facilitate City work. Permit holder will be given 72 hours' notice to move stored property, and will be responsible for any costs incurred for this move.

1. **Contact information** (please print):

Name: _____

Physical Address: _____

Mailing Address: _____

Phone Number: _____ Cell Number: _____

Email Address: _____

Emergency Contact Name/Number: _____

Supply Proof of Ownership (attach a copy of the rental agreement, bill of sale, title or Colorado registration for each item stored. All documents must be in the resident's or employee's name)

2. **Please provide a list of the items that will be stored in your assigned space:**

All items must be in a container or securely covered. NO LOOSE ITEMS MAY BE STORED OR EXPOSED TO THE ELEMENTS.

*According to Black Hawk's Municipal Code, Section 8-93, Miner's Mesa storage: The owner of a recreational vehicle or recreational equipment who **resides** in a residential district of the City **may** store the recreational vehicle or equipment at the Miner's Mesa facility owned by the City, subject to a Miner's Mesa permit. (Ord. 2002-10 §1, Ord. 2007-14 §1).*

The City of Black Hawk is not responsible for any loss or damage due to fire, theft, water, wind, or any cause whatsoever to the property stored on Miner's Mesa. The City of Black Hawk will not carry any insurance to cover property stored on Miner's Mesa. You may, at your own expense, obtain insurance to cover property stored.

I hereby acknowledge that the property I am storing on Miner's Mesa is titled in my name, and that I take full responsibility for any damage that may occur while my property is stored on Miner's Mesa.

Signature: _____ Date: _____

Office use only. Do not write below this line.

Approved by: _____ Date: _____

MINER'S MESA STORAGE RULES

By signing the permit and a copy of these rules, Permit Holder acknowledges that he/she is a resident of or is employed by the CoBH.

1. Permit Holder agrees to use the space provided exclusively for the storage of their personal property.
2. In order to facilitate the City's needs to do maintenance, etc., the Permit Holder agrees to move property within 72 hours of receiving a notice. Furthermore, if said property is not moved and the City has to incur costs to move the property, the Permit Holder will be responsible to reimburse the City. In addition, it is the Permit Holders responsibility to cover any costs which are needed to move their property.
3. Permit Holder agrees to keep the immediate premises in good order, and to advise the City of Black Hawk if any maintenance or repairs are needed.
4. Permit Holder agrees to sign new rules as amended. If the new rules are not signed within 15 days of the request, the City of Black Hawk has the right to move the property (and/or dispose of) off of Miner's Mesa at the expense of the Permit Holder.
5. Permit Holder agrees to provide the City with current documentation (State of Colorado registration, rental agreement, bill of sale, or title) upon expiration or upon request for each item stored on the Mesa.
6. Permit Holder shall not keep, or have on the premises, any article or thing which might be pronounced "hazardous" or "extra hazardous" by any responsible insurance company.
7. Prohibited Materials and Uses: Permit Holder is strictly and absolutely prohibited from storing or using materials classified or deemed by the City as offensive, unhealthy, hazardous, explosive, highly flammable, illegal or toxic under any local, county, state, or federal law or regulation, and from engaging in any activity which produces such material on these premises. Permit Holder will be liable to fully reimburse the City of Black Hawk if any cost, expense, fines or penalties are imposed against the City arising out of storage or use of any such material by Permit Holder. Without the City's specific permission Permit Holder may not store any drums or barrels. In all cases drums must be empty and free of all vapors. Storage of containers containing the materials previously mentioned or deemed offensive or unhealthy by the City will result in the immediate termination of Permit Holder rights to store personal property on the Miner's Mesa, and may result in Criminal charges. It shall be unlawful and constitute a nuisance for any person in the City to allow any building or premises or appurtenance thereof, to become offensive in or to sight, or to create an unsanitary or hazardous health condition. (Ord. 92-7 §1)
 - a. Sec 7-30. Offensive or unhealthy uses.
 - i. No building, vehicle, structure, receptacle or other thing used, or to be used, for any purpose whatever, shall be used, made, kept, maintained or operated in or retained within the City, if the use, keeping, maintaining or operation of the same shall be the occasion of any nuisance or danger or detriment to the public health.
 - ii. Every other act or thing done or made, committed or allowed, or continued on any public or private property or place by any person, which is detrimental to health, offensive to sight, smell or hearing, or causes damage or injury to any of the inhabitants of the City and not otherwise specified in the Article, shall be deemed a nuisance.
8. Release of Owner's Liability for Property Damage: All property stored by the Permit Holder shall be at their sole and exclusive risk. The City of Black Hawk is not liable to Permit Holder for any damage to or loss of any property while on the premises arising from any cause whatsoever including but not limited to burglary, fire, water damage, leakage, pests, mysterious disappearances, rodents, acts of God, or terrorism.

9. At the sole expense of Permit Holder, he/she may maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored property. Insurance on all property stored is your responsibility. Permit Holder expressly agrees that the carrier of such insurance shall not be subrogated to any claim against the City of Black Hawk.
10. Notices and Address Changes: All notices required by this Permit will be sent to the Permit Holder at the email address provided on the Permit Application, or by prepaid first class mail, and will be deemed given when received by the United States Postal Service. Permit Holder agrees that any notice is conclusive and presumed to have been received five (5) days after mailing unless it is returned by the U.S. Postal Service. Permit Holder is responsible for notifying the Planning and Development Department, in writing, of any address change. The City shall not presume to have received notice of any change of address unless given in writing by Permit Holder, and sent to CP&D at PO Box 68, Black Hawk, CO, 80422, by prepaid first class mail.
11. Assigned Spaces: Permit Holder will be assigned a numbered space, and will be responsible for storing his/her property within such said space. If the property is not stored within the assigned space (lines), the Permit Holder will be notified in writing to move property and will be responsible for any costs incurred to move it. Residents are allowed two (2) spaces. In the event that a resident requires more than the two (2) allowed spaces, an application for an additional space will be reviewed and either approved or denied by CP&D on a case-by-case basis. City employees are allowed one(1) space per employee.
12. Drip Pans: Permit Holder will be notified if the stored vehicle is leaking any fluids. At such time the Permit Holder will be responsible to provide a drip pan, or absorbent pad under the parts that are leaking. It should be properly placed so it can catch any dripping fluids to prevent environmental contamination.
13. Assignment and Subletting: No portion of the premises shall be sublet nor this Agreement assigned without the prior written consent of the City of Black Hawk. Any attempted subletting or assignment by Permit Holder shall, at the election of the City of Black Hawk, be an irremediable breach of this Agreement and cause for immediate termination as provided here and by law.
14. Transfer of Ownership: In the event title to stored property changes hands, this permit will become null and void. Permit holder agrees to notify the City, in writing to the CP&D office, within 10 days of such transfer. The new owner may apply for a permit within the 10 day period with the understanding that the application will be reviewed and either approved or denied by CP&D on a case-by-case basis.

As the applicant, I have read the Rules and Regulations for the Miner's Mesa Storage Facility, and by signing this form, agree that I understand the Rules and agree to follow the procedures as outlined above.

Applicant Signature: _____

Date: _____