



# HOLD HARMLESS/INDEMNIFICATION AGREEMENT SIGN IN THE RIGHT-OF-WAY

This Restrictive Covenant, Agreement, and Right-of-Way Use Permit is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between (applicant name) \_\_\_\_\_, (hereinafter “APPLICANT”) and the City of Snohomish, a Washington municipal corporation (hereinafter “City”).

WHEREAS, (property owner) \_\_\_\_\_ is the owner of certain real property legally described as follows: (legal description) \_\_\_\_\_

\_\_\_\_\_. This property lies in the county of Snohomish, state of Washington; Tax Parcel # (TPN) \_\_\_\_\_ (“the parcel”); and

WHEREAS, the APPLICANT is seeking a permit to utilize City right-of-way located at (street address) \_\_\_\_\_, Snohomish, WA for the following purposes: installation and display of a sign within the right-of-way.

WHEREAS, the City and the APPLICANT wish to enter into a Restrictive Covenant, Agreement, and Right-of-Way Use Permit to allow the APPLICANT to install and maintain a sign within the right-of-way on the terms and conditions herein;

NOW, THEREFORE, the APPLICANT and the City agree and covenant as follows:

1. **PERMISSION TO UTILIZE RIGHT-OF-WAY.** On the terms and conditions stated herein, the City hereby grants the APPLICANT a revocable license to install and maintain a sign within the right-of-way. All costs associated with said use shall be the responsibility of the APPLICANT, their heirs, successors, and assigns (“Permittee”). Said use shall be in accordance with the terms of the Right-of-Way permit hereinafter set out. Said use shall only be made in accordance with plans and specifications submitted to and approved by the City and all applicable regulations in the Snohomish Municipal Code.
2. **RIGHT-OF-WAY USE PERMIT.** The City hereby permits and licenses the Permittee to make non-exclusive use of the following City right-of-way: (description of where sign will be placed) \_\_\_\_\_ (the “permit area”).
  - A. **Term of the Permit.** This permit may be revoked with or without cause as set forth below.
  - B. **Use of the Permit.** This permission is for installation and maintenance of a freestanding sign within the right-of-way.
  - C. **Construction.** All construction activities shall be within the permit area, and no construction activities shall disturb soil or vegetation within any other area of the right-of-way.

- D. **Completion of Work.** All work shall be completed within 180 days of the notice to proceed.
- E. **Permits.** The Permittee shall comply with any other provision of City Code providing for sign and right-of-way use permits.
- F. **Maintenance and Repairs.** The Permittee shall maintain the sign and permit area in safe and proper order. If the City requires repairs to the sign or permit area, such repairs shall be made in a timely manner at no cost to the City. In the event that the Permittee fails to make such repairs in a timely manner, the City, after prior written notice to the fee title holder of the parcel, may make the repairs, in which event the Permittee shall reimburse the City for all of City's costs and expenses incurred in making the repairs. The period for such notice shall be 30 days, or such lesser period as may be necessary in the event the condition to be remedied presents a hazard to the public. If the Permittee fails to reimburse the City within 15 days after tender of an invoice for the City's repair expenses, the invoice amount shall bear interest at the rate of 12% per annum from the invoice date and shall constitute a lien against the Permittee's property described above, which lien may be enforced in the manner for enforcement of other real property liens, including foreclosure. If litigation is required to collect the delinquent invoice amount, or to foreclose the lien, the Permittee shall be liable for all costs, disbursements, and reasonable attorney's fees incurred therein.
- G. **Emergency Actions.** In the event of threat to life or property, the City or its agents may, at the City's sole discretion and without prior notification of the Permittee, take emergency actions including removal of improvements within the right-of-way. Circumstances requiring emergency response may be declared by the City Administrator, Public Works Director, City Engineer, Manager of Public Works Operations, Building Official, or designee. Restoration within the permit area that is required as a result of emergency activities shall be the responsibility of the Permittee.
- H. **TERMINATION.**  
**For Cause.** Should the Permittee materially fail to perform in accordance with the terms of this Restrictive Covenant, Agreement, and Right-of-Way Use Permit, then the City may, upon 30 days written notice to the fee title holder of the parcel, declare the right-of-way use permit revoked.  
**Without Cause.** The City may, upon 60 days written notice to the fee title holder of the parcel, declare the right-of-way use permit revoked.
- I. **Upon Termination.** Upon revocation, the Permittee shall be responsible for all costs associated with removal of the improvements made and restoration of the right-of-way. The Permittee agrees to remove the improvements and restore the site within 120 days from written notice from the City. Should the Permittee not perform such work as directed by the deadline stated, the City will cause said work to be done. All costs incurred by the City, including costs of collection, and reasonable attorney fees, shall be and become a lien against the parcel. The City shall be entitled to cause a notice of claim of lien to be recorded in accordance with the provisions of RCW 60.04, or any successor statute.

3. **NOTICE.**

a. Notices to the CITY shall be sent to the following address:

**City of Snohomish  
Planning & Development Services Department  
116 Union Avenue  
Snohomish, WA 98290**

b. Notices to the APPLICANT shall be sent to the following address:

(permit applicant name)

\_\_\_\_\_  
**(PRINTED NAME)**

(permit applicant street address)

\_\_\_\_\_  
**(STREET ADDRESS)**

(permit applicant city, state zip)

\_\_\_\_\_  
**(CITY, STATE ZIP)**

c. Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

4. **BINDING NATURE.** The Permittee also covenants and warrants to the City that they are lawfully seized and possessed of the land aforesaid and have good and lawful right and power to sell and convey same. The covenants provided for in the Restrictive Covenant, Agreement, and Right-of-Way Use Permit shall be binding upon the Permittee.

5. **ENFORCEMENT.** Should any action be required in a court of law to enforce the terms of this Restrictive Covenant, Agreement, and Right-of-Way Use Permit, the parties consent and agree to venue in the Snohomish County Superior Court. In any such action, the prevailing party shall be entitled to an award of costs and reasonable attorney fees.

6. **INDEMNIFICATION.** The Permittee shall indemnify, save harmless, and defend the City, its elected and appointed officials, employees, and agents (including reimbursing the City for all costs and attorney's fees) from any and all damages, claims, or demands, of any kind, on account of injury to or death of any and all persons, caused by the Permittee or its use of the right-of-way, including, but not limited to, the Permittee, its agents, employees, subcontractors and their successors and assigns as well as the City or the City's employees, elected and appointed officials and agents, contractors, and all third parties. The Permittee shall further indemnify, save harmless, and defend the City, as provided above, from all property damage of any kind, whether tangible or intangible, including loss of use resulting from such damage, that occurs in connection with any work performed by the Permittee or caused, in whole or in part, by the presence of the Permittee or its officials, employees, agents, contractors, subcontractors, or their property upon or in proximity to City right-of-way. Such indemnification will not extend to damages, claims, or demands that are caused by the negligence or intentional misconduct of the City, its employees, agents, or contractors.

The Permittee agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Permittee, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Permittee.

- 7. **COMPLIANCE WITH SMC 12.12.080.** The conditions of the current Snohomish Municipal Code 12.12.080 are adopted by reference by this agreement.
- 8. **SEVERABILITY.** If any term, provision, condition, or portion of this Agreement shall be held to be invalid or unconstitutional for any reason, the portion declared invalid shall be severable and the remaining portions of this agreement shall be enforceable unless to do so would be inequitable or would result in a material change in the rights and obligations of the parties hereunder.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SNOHOMISH

By \_\_\_\_\_

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPLICANT

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

**NOTARY ACKNOWLEDGEMENT**

STATE OF WASHINGTON)

ss.

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is/are the person(s) who appeared before me and  
said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be  
his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Notary Signature]

\_\_\_\_\_  
[Title of Office]

NOTARY PUBLIC in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_