



CITY OF SNOHOMISH

116 UNION AVENUE · SNOHOMISH, WASHINGTON 98290 · (360) 568-3115 · WWW.SNOHOMISHWA.GOV

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

This Restrictive Covenant, Agreement and Right of Way Use Permit is entered into this _____ day of _____, 20__ between _____, (hereinafter "APPLICANT") and the City of Snohomish, a Washington municipal corporation (hereinafter "CITY").

WHEREAS, _____ is the owner of certain real property legally described as follows:

Tax Parcel # _____

("the parcel"); and

WHEREAS, APPLICANT is seeking a permit to utilize City right of way located at _____, Snohomish, WA for the following purposes:

WHEREAS, the CITY and APPLICANT wish to enter into a Restrictive Covenant, Agreement and Right of Way Use Permit to allow Applicant to display sign on the terms and conditions herein; NOW, THEREFORE,

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 agrees to permit APPLICANT to display sign. All costs associated with said use shall be the responsibility of APPLICANT. 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 prepared by a professional engineer for APPLICANT, and submitted to and approved by the CITY.
2. **RIGHT OF WAY USE PERMIT.** The CITY hereby permits and licenses APPLICANT, their heirs, successors and assigns, to make non-exclusive use of the following City right of way:

- a) **Term of the Permit.** This permit may be terminated for cause and without cause as set forth below.
- b) **Use of the Permit.** This permission is for _____

_____.
- c) **Construction Details.** _____

_____.
- d) **Completion of Work.** All work shall be completed within 180 days of the notice to proceed.
- e) **Permits.** APPLICANT shall apply for and obtain such construction permits and comply with any other provision of City Code providing for a right of way use permit.
- f) **Termination.**
 - For Cause.** Should APPLICANT, their heirs, successors or assigns, 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 thirty (30) days written notice to the fee title holder of the parcel and each occupant of the parcel, declare the right of way use permit terminated.
 - Without Cause.** The CITY may, upon sixty (60) days written notice to the fee title holder of the parcel and each occupant of the parcel, declare the right of way use permit terminated.
- g) **Upon Termination.** Upon termination, APPLICANT and the then fee title holders of the parcel shall be responsible for all costs associated with removal of the improvements made. APPLICANT and the fee title holders of the parcel agree to remove the improvements and restore the site within one hundred twenty (120) days from written notice from the CITY. Should APPLICANT and the fee title holders of the parcel 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. **BINDING NATURE.** APPLICANT also covenants and warrants to the CITY that they are lawfully seized and possessed of the land aforesaid; 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 APPLICANT, their heirs, successors and assigns.

4. **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.

5. **INDEMNIFICATION/HOLD HARMLESS.** The Applicant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Applicant or on the Applicant's behalf out of issuance of this Permit, except for injuries and damages caused by the sole negligence of the City.
6. **INSURANCE.** The Applicant shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the Applicant's behalf with the issuance of this Permit.

No Limitation. Applicant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Applicant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- a) **Minimum Scope of Insurance.** Applicant shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Applicant's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing equivalent coverage.

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- b) **Minimum Amounts of Insurance.** Applicant shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

- c) **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

The Applicant's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Applicant's insurance and shall not contribute with it.

The Applicant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

d. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

e. Verification of Coverage

Applicant shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Applicant before issuance of the Permit.

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.

DATED this ____ day of _____, 20__.

CITY OF SNOHOMISH

By _____

DATED this ____ day of _____, 20__.

APPLICANT NAME 1

APPLICANT NAME 2

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, on oath acknowledged that he/she/they
is/are authorized to execute the instrument, and acknowledged it as _____
_____ for THE CITY OF SNOHOMISH to be the free and voluntary act of such party for
the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 200_____.

[Legibly print name of notary]
NOTARY PUBLIC in and for the State
of Washington, residing at _____

My commission expires _____

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 _____, 200_____.

[Legibly print name of notary]
NOTARY PUBLIC in and for the State
of Washington, residing at _____

My commission expires _____