

INDEMNIFICATION AGREEMENT

By the applicant's signature to this application, the applicant hereby agrees:

A. To the maximum extent permitted by law, to indemnify, defend and hold harmless the City of San Rafael (City), its officials, agents, employees and volunteers against any and all liabilities, losses, claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, including but not limited to attorney's and expert fees and court costs, arising out of or connected with the installation, operation and maintenance of any facilities in, or the use of any public right-of-way by, permittee or permittee's employees, officers, officials, agents, transferees, contractors or subcontractors pursuant to the permit issued pursuant to this application; provided, that the obligation to indemnify the City hereunder shall not apply to any liabilities, losses, claims, actions, causes of action or demands arising from City's sole negligence, willful misconduct or criminal acts.

B. To the maximum extent permitted by law, to defend, indemnify, release and hold harmless the City, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities ("indemnitees"), the purpose of which is to attack, set aside, void or annul the approval of any permit issued pursuant to this application, or the adoption of any environmental document which accompanies the permit issued pursuant to this application.

C. In the event that any claim, action or proceeding as described above is brought, the City shall promptly notify the permittee of any such claim, action or proceeding, and the City will cooperate fully in the defense of such claim, action, or proceeding. In the event the permittee is required to defend the City in connection with any said claim, action or proceeding, the City shall retain the right to approve any and all settlements affecting the validity or interpretation of a City ordinance or regulation, which approval shall not be unreasonably withheld. Nothing herein shall prohibit the City from participating in the defense of any claim, action or proceeding, provided that if the City chooses to have counsel of its own to defend any claim, action or proceeding where applicant already has retained counsel to defend the City in such matters, the fees and the expenses of the counsel selected by the City shall be paid by the City.

DECLARATION / APPLICANT'S SIGNATURE

I hereby acknowledge that I have read this application and state that the above is correct and agree to comply with all City Ordinances and State Laws.

Date: _____

Owner

Date: _____

Contractor

OFFICE USE ONLY

| <u>REQUIRED</u> | <u>YES</u> | <u>NO</u> | <u>REC'D</u> | <u>FEES*:</u> |
|-------------------|--------------------------|--------------------------|--------------------------|---|
| INSTALLATION PLAN | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> NEWSPAPER RACK ENCROACHMENT PERMIT \$250 |
| INSURANCE | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> DOWNTOWN NEWSPAPER BOX(ES) |
| APPLICATION FEES | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | QTY. _____ X \$50 EA. = \$ _____ |
| OTHER _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | *PER SAN RAFAEL MUNICIPAL CODE NO. 11.04.070 |

NEWSPAPER RACK ENCROACHMENT PERMIT APPLICATION PERMIT NO. _____

NEWSPAPER RACK ENCROACHMENT PERMIT APPLICATION

PERMIT NO. _____

FINDINGS FOR APPROVAL

REQUIRED FOR ALL APPLICATIONS: YES NO

- 1. The application is complete.
- 2. The application is true and correct.
- 3. With the conditions imposed herein and by applicable regulations, the permitted encroachment shall not be detrimental to the public health, safety and welfare.

REQUIRED FOR RENEWALS ONLY:

- 4. The applicant is in compliance with the current permit.

NOTE: All standard conditions, special conditions, plans and reports as referenced or attached hereto become and are part of this permit.

Unless otherwise provided herein, permittee shall comply with all provisions of S.R.M.C. Chapter 11.04, including but not limited to the general construction standards (S.R.M.C.§ 11.04.030.050), the safety provisions (S.R.M.C.§ 11.04.030.060), display of permit (S.R.M.C.§ 11.04.070.030), and provisions regarding commencement and conclusion of work (S.R.M.C.§ 11.04.030.110).

CONDITIONS OF APPROVAL

- 1. All facilities shall be located, constructed, operated, and maintained in the time, place, and manner that cause the least interference with the public’s use of the public right-of-way, the City’s management and use of the right-of-way, and the rights or reasonable convenience of property owners who adjoin the public right-of-way, all as approved by the Director.
- 2. The permittee shall maintain all encroachments in a safe and clean manner.*
- 3. The permittees shall promptly remove all graffiti on any encroachment.*
- 4. For permits that require attaching a new rack to the sidewalk, the permittee shall contact Underground Service Alert (USA) prior to commencing and during any permitted work.
- 5. Upon the request of any person who has contracted to perform work on a public right-of-way, the permittee shall provide accurate detailed information regarding the location of his or her existing and proposed structures in the public right-of-way.
- 6. Other conditions deemed necessary by the Director to protect the public health, interest, safety and welfare, as set forth in Attachment _____ to this Permit.

* The City will clean and maintain City-owned newspaper racks and boxes within the Downtown Zone.

PERMIT APPROVED FOR ISSUANCE

BY: _____

DATE: _____

PERMIT EXPIRATION DATE: _____

WORK COMPLETED

APPROVED BY: _____

DATE: _____