Hold Harmless Agreement
OBJECT IN CITY RIGHT-OF-WAY

Whereas,_____ ("Grantee") has applied for a Long-Term Right-of-Way permit under City Ordinance codified at VMC 11.60.040.

NOW, therefore, Grantee on behalf of itself, its agents, heirs and assigns, and in consideration of the grant of the Street Permit, and other good and adequate consideration, the receipt of which is hereby acknowledged, agrees to indemnify, hold harmless and defend the City of Vancouver, its appointed and elected officers, employees, agents and assigns from any and all claims which may arise or be claimed to arise as a result of granting this permit.

This indemnity and hold harmless shall include any claim made against the City by an employee or agent of Grantee even if Grantee is otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. Grantee is responsible for the safety of its employees. The duty to defend and indemnify in this permit shall not apply to claims resulting from the sole negligence of the City. In the event of concurrent negligence between Grantee and the City of Vancouver, the duty to defend and indemnify is limited to the extent of the Grantee's negligence. Grantee specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Grantee provide the broadest scope of indemnity permitted by RCW 4.24.115.

Dated this_____day of_____, 20____.

Signature: _____

_____

STATE OF WASHINGTON)
) : ss
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that_____(name of signer) is the person who appeared before me, and said person acknowledged that_____ (he/she) signed this instrument, on oath stated that _ (he/she) was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., officer. trustee, etc.) of _____ (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____, 20____.

_____ _____
(Signature) Title (such as "Notary Public")

(SEAL OR STAMP) My appointment expires: _____