

# Appendix A: Indemnity Agreement

**Document Title:**

**PUBLIC PLACE INDEMNITY AGREEMENT**

**Reference Number(s) of Documents assigned or released: (on page of document(s))** \_\_\_\_\_

**Grantor (Entity Applying for Permit):**

**Grantee:**

**City of Seattle**

**CITY OF SEATTLE  
FREE-FLOATING BIKE SHARE  
STREET USE AND OCCUPATION PERMIT  
INDEMNITY AGREEMENT**

This Indemnity Agreement (“Agreement”) is made and granted by \_\_\_\_\_, and its successors, heirs, and assigns (collectively the “Grantor”) in favor of the City of Seattle (“City”).

**RECITALS**

The Grantor has applied to the City for permission to use or occupy public right-of-way for the Grantor’s benefit.

The City’s permission for allowing the use or occupancy is conditioned on the Grantor and its successors, heirs, and assigns complying with all permit requirements; and all applicable federal, state, and City law, including but not limited to, Seattle Municipal Code Section 15.04.060 that requires this Agreement.

**AGREEMENT**

In consideration for the City’s permission to use or occupy the public right-of-way that permits [INSERT PROJECT DESCRIPTION] according to the submitted Street Use and Occupancy Permit application and approved plan [INSERT STREET USE PERMIT NUMBER] the Grantor agrees as follows:

1. The Grantor, and its successors, heirs, and assigns shall forever defend, indemnify, and hold harmless the City of Seattle and its officials, officers, employees, and agents from and against all liabilities, claims, causes of action, suits, loss, costs, expenses, judgments, reasonable attorney fees

and necessary litigation expenses, and damages of every kind and description brought by third parties including but not limited to actual or alleged bodily injury including death, or actual and alleged damage to property; resulting directly or indirectly from any act or omission of the permittee, its subcontractors, anyone directly or indirectly employed by them, and anyone for whose acts or omissions they may be liable for; arising out of or in connection with the permittee using or occupying the public right-of-way or any person operating the permittee's bicycle or other device who is or is not wearing a helmet.

2. The Grantor's, successors', heirs', and assigns' indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments, or expenses resulting from bodily injury or property damage to the extent caused by the negligence of the City, its officers, employees, elected officials, agents, or subcontractors.

3. If a claim is made or filed against the Grantor, the City will provide notice to the Grantor of the claim in writing, and the Grantor will have sole control over and will defend, compromise, or settle the claim at its sole expense. Notwithstanding the foregoing, the Grantor may not settle any claim, suit or action without the prior written consent of the City, which shall not be unreasonably withheld.

4. The Grantor, successors, heirs, and assigns acknowledge that permission to use or occupy the public right-of-way is of a temporary nature and vests no permanent rights in the Grantor or the Grantor's successors, heirs, or assigns to use or occupy the public right-of-way. Upon 30-days' notice mailed to the Grantor by first-class mail or published in the City's official newspaper, the City may revoke the permission to use or occupy the public right-of-way. If the use or occupation becomes dangerous, or if the use or occupation is not being maintained or used according to Title 15 of the Seattle Municipal Code, the City may revoke permission to use the public right-of-way without providing the 30-day notice.

5. The Grantor, on behalf of the Grantor and Grantor's successors, heirs, and assigns, specifically and expressly agrees to waive Grantor's and Grantor's successors', heirs', and assigns' immunity under industrial insurance, Title 51 of the Revised Code of Washington, to the extent necessary to provide the City with a full and complete indemnity from claims for which the City is entitled to indemnity under this Indemnity Agreement. Grantor, on behalf of Grantor and Grantor's successors, heirs, and assigns, specifically and expressly agrees this provision was mutually negotiated by the parties.

6. The Grantor and its successors, heirs, and assigns acknowledge that if the City revokes the permission to use or occupy the public right-of-way; the Grantor and its successors, heirs, and assigns shall at its sole expense, remove the use or occupancy within 10 days from notification by the City.

7. The Grantor makes this Agreement on behalf of the Grantor and Grantor's heirs, successors, and assigns for the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Agreement on the day and year indicated below.

Grantor's Signature

Print Name and Title

