



## RIGHT OF WAY INDEMNIFICATION AGREEMENT

City of DuPont

1700 Civic Drive, DuPont, WA 98327

Telephone 253.964.8121

[www.dupontwa.gov](http://www.dupontwa.gov)

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This Agreement is entered into by and between the City of DuPont, Washington, a municipal corporation ("City"), and \_\_\_\_\_ ("Permittee").

WHEREAS, in exchange for the right to use the City of DuPont Right-of-Way, the Permittee agrees to indemnify the City for such use.

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Indemnification.** The Permittee 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 resulting from the acts, errors or omissions of the Permittee, or Permittee's agents or invitee's use of the City of DuPont Right-of-Way, except for injuries and damage caused by the sole negligence of the City.
2. **Adequate Funds.** By executing this agreement, the Permittee attests they possess adequate funds and/or insurance to defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless as set forth above in Section 1.
3. **Insurance.** The City, at the discretion of the Director or their designee, may require the Permittee to procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with Permittee's actions under this Permit for the duration of the Permittee's use of the City of DuPont Right-of-Way. Such insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The insurance shall be written by a company licensed to conduct business in the State of Washington with a minimum of an "A" rating.

The Insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability Insurance:

- A. The Permittee's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Permittee's insurance and shall not contribute with it.
- B. The Permittee's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City by certified mail or return receipt requested.

C. The City of DuPont shall be named by endorsement as an additional insured on the Permittee's insurance policy. The Permittee will provide to the City of DuPont a copy of the additional insured endorsement.

THIS AGREEMENT contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not a mere recital.

The parties signing below have read the foregoing Agreement and know the contents thereof, and sign the same as a free act and deed.

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

Permittee:

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Signature

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Print Name

City of DuPont:

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Signature of City Administrator

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Print Name

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Date Signed