

LIABILITY FOR DAMAGES: _____ hereinafter referred to as “the

Permittee,” is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the Permittee’s part to perform his/her obligations under this permit in respect to maintenance or resulting from defects or obstructions, or from willful misconduct or negligence in performance of the obligations provided and contemplated by the permit. The Permittee shall be responsible for any liability imposed by law for injuries to or death of any person, including but not limited to the Permittee, persons employed by the Permittee, persons acting in behalf of the Permittee or damages to property arising out of work permitted and done by the Permittee under a permit.

By acceptance of receipt of this encroachment permit the Permittee agrees to indemnify and save harmless the County of Imperial and all officers, agents and employees thereof, including but not limited to the Board of Supervisors and the Director of Public Works, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the Permittee, person employed and/or contracted by the Permittee, persons acting on behalf of the Permittee and the public or damage to property resulting from the performance of work under the permit, or arising out of the failure on the Permittee’s part to perform his/her obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from willful misconduct or negligence in the performance of the obligations during the progress of the work, or at any subsequent time work is being performed under the obligations provided and contemplated by the permit, except as otherwise provided by statute. The duty of the Permittee to indemnify and save harmless includes the duties to defense as set forth in California Civil Code §2778. The Permittee waives any and all rights to any type of express or implied indemnity against the County of Imperial, its officers or employees.

It is the intent of the County of Imperial and the Permittee that the Permittee will indemnify and save harmless the County of Imperial, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the party of the Permittee, persons employed and/or contracted by the Permittee or persons acting on behalf of the Permittee.

RESPONSIBILITY FOR DAMAGES: The County of Imperial and all officers, agents and employees thereof, including but not limited to the Board of Supervisors and the Director of Public Works, shall not answer to, nor be held accountable in any manner for, the following: injury to or death of any person, including but not limited to the Permittee, persons employed by the Permittee or persons acting in behalf of the Permittee; or damage to property from any cause which might have been prevented by the Permittee, those persons employed by the Permittee or persons acting on behalf of the Permittee.

INSURANCE: This permit shall not be effective for any purpose unless and until the Permittee files with the County of Imperial, as the grantor, an insurance policy which shall have limits in the amount of no less than _____ dollars (\$_____) and a deductible amount of no greater than _____ dollars (\$_____). The County of Imperial, its officers, agents and employees shall be expressly listed as named insured under this insurance policy and the policy shall provide coverage for general negligence claims and for claims of errors and omissions. The Permittee shall be responsible to keep this insurance policy in full force and effect until final completion of the work contemplated in the request for an encroachment permit. The cost of any and all premiums for this insurance policy shall be borne by the Permittee. In the event of claims against the policy, the Permittee shall be responsible for payment of any deductible amounts. A Certificate of Insurance shall be provided to the Director of Public Works for the County of Imperial and shall verify that the insurance coverage may not be cancelled without thirty (30) days written notice to the Director of Public Works for the County of Imperial.

STATEMENT OF ACCEPTANCE OF THE CONDITIONS FOR ISSUANCE OF THE ENCROACHMENT PERMIT: I have read and understand each of the conditions set forth for issuance of this Encroachment Permit and on behalf of _____, and being duly authorized to do so I accept the encroachment permit subject to these conditions.

Witness **Date**

(Signature) **Date**

On behalf of
