

**City of Carpinteria, California****DEPARTMENT OF PUBLIC WORKS****STANDARD INDEMNIFICATION AND INSURANCE AGREEMENT**Encroachment Type(s):  Tables and Chairs  Sign  Planters  Display Items Other: \_\_\_\_\_

Location of Encroachment: \_\_\_\_\_

Permitted Dates: \_\_\_\_\_

**Indemnification**

\_\_\_\_\_ (*permit holder*), shall defend, indemnify and save harmless the CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the or his agents or employees or other independent directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the CITY.

PERMIT HOLDER shall notify CITY immediately in the event of any accident or injury arising out of or in connection with this Agreement or Permit.

**Insurance Requirements**

Without limiting the PERMIT HOLDER/APPLICANT indemnification of the CITY, PERMIT HOLDER shall procure the following required insurance coverage at its sole cost and expense. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than B+: VIII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the CITY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place PERMIT HOLDER in default. PERMIT HOLDER shall provide a certified copy of any insurance policy to the CITY within ten (10) working days of scheduled event or permit commencement.

**General Liability Insurance**

The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of PERMIT HOLDER and shall include contractual liability coverage for this Agreement between CITY and PERMIT HOLDER. CITY, its officers, employees, and agents shall be named as Additional Insured on any policy. A copy of the endorsement evidencing that the CITY has been added as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the CITY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the CITY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

PERMIT HOLDER shall submit to the office of the designated CITY representative certificate(s) of insurance and endorsements documenting the required insurance as specified above, prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated CITY representative, as a condition precedent to any payment by CITY under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

A signed copy of this Agreement and copy of proof of insurance shall be submitted to the City of Carpinteria, Department of Public Works, Carpinteria, California, 93013 prior to the placement of any "encroachments" for which permission is requested.

Permittee \_\_\_\_\_ Date \_\_\_\_\_

Public Works Director/Designee \_\_\_\_\_ Date \_\_\_\_\_