

CITY OF CARPINTERIA, California

Department of Public Works



DEPARTMENT OF PUBLIC WORKS

ENCROACHMENT PERMIT

(Miscellaneous)

Date: _____ Permit No. _____

Company: _____
(Name) (Address) (Phone)

Applicant: _____
(Name) (Address) (Phone)

Description of Encroachment: _____

Location of Encroachment: (Attach map, if necessary, to indicate all locations)

Duration of Encroachment: _____

I hereby make application for permission to encroach in the Public right-of-way at the following described locations, subject to the provisions required by Ordinance No. 473 of City of Carpinteria, AND ANY SPECIFIED REQUIREMENTS INDICATED ON THIS FORM.

In consideration of the granting of this permit, it is agreed by the applicant that the City of Carpinteria and any officer or employee thereof shall be saved harmless by the applicant from any liability or responsibility for any accident, loss or damage to persons or property, happening or occurring as the proximate result of any of the action undertaken under the terms of this application and the permit or permits which may be granted in response thereto, and that all of said liabilities are hereby assumed by the applicant. It is further agreed that if any materials or debris placed in the right-of-way for which this application is granted and approved as a permit, shall become incompatible with future travel by the general public, then the applicant or his assigns or successors will, either remove such material or debris in cases where such removal is necessary or in cases where the use thereof has been or is to be abandoned, or in other cases,

applicant or his successor or assigns, will relocate such equipment at a location designated by the City.

The provisions of the foregoing sentence shall not apply in any case where the easement for the structure(s) or equipment was in existence prior to the existence as such of the public right-of-way concerned herein.

1. The applicant/agent shall notify the Carpinteria City Sheriff's Department at (805) 684-4561 no less than 72 hours prior to the event. The applicant/agent shall comply with any all of their recommendations.
2. The applicant/agent shall notify the Carpinteria-Summerland Fire District at (805) 684-4591 no less than 72 hours prior to the event. The applicant/agent shall comply with any all of their recommendations.
3. In the case of an emergency, the applicant/agent shall call 911 for assistance.
4. The Public Works Director and or the City Manager may consider modifications or changes to this permit.

Additional Conditions: _____

Applicant Signature: _____ Date: _____

OFFICE USE ONLY

Certificate of Insurance Received: _____ Attachments: Yes ___ No: _____

Fee: _____ Date Paid: _____ Receipt No.: _____

Reviewed By: _____ Date: _____

Signature

Title

CITY OF CARPINTERIA
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
For
ENCROACHMENT PERMIT

Encroachment Type(s): Tables and Chairs Sign(s)
 Planter(s) 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

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

