

**CITY OF TACOMA
ELECTRIC VEHICLE CHARGING STATION “EVCS”
RIGHT-OF-WAY USE AND OCCUPATION
INDEMNITY AGREEMENT**

This Indemnity Agreement (“Agreement”) is made and granted by _____ and their successors, heirs, and assigns (collectively the “Grantor”) in favor of the City of Tacoma (“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 the conditions in Permit No. RCON____ - _____ that requires this Agreement.

AGREEMENT

In consideration for the City’s permission to use or occupy the public right-of-way that permits an Electric Vehicle Charging Station, according to the permit application and approved Permit No. RCON____ - _____ the Grantor agrees as follows:

1. The Grantor, and its successors, heirs, and assigns shall forever defend, indemnify, and hold harmless; the City of Tacoma, its officials, officers, employees, and agents; from and against all liabilities, claims, causes of action, suits, loss, costs, expenses, judgments, attorney fees and necessary litigation expenses, and damages of every kind and description 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.

2. The Grantor shall continuously be a member of the State of Washington one number locator service under RCW 19.122, or approved equivalent, and shall comply with all such applicable rules and regulations.

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 caused by the sole negligence of the City, its officers, employees, elected officials, agents, or subcontractors.

3. 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

Grantor's Signature

Print Name and Title

State of _____
County of _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the **Property Owner** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

EXAMPLE

Signature
Notary Public, State of Washington

Printed Name

My appointment expires: _____

L.S.