

AGREEMENT TO RELEASE AND INDEMNIFY CITY OF DURHAM

SHARED ACTIVE TRANSPORTATION SYSTEM OPERATOR:

(Name of Operator)

(Address of Operator)

In consideration of the issuance of the permit herein applied for, _____
(Name of Owner)

(herein after referred to as "Permittee") hereby agrees as follows:

To the fullest extent permitted by law, the Permittee shall release, defend, indemnify, keep and save harmless the City of Durham (hereinafter referred to as "City"), its agents, officials, and employees from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including loss, disability or death resulting therefrom) to all persons and to all property proximately caused by, incident to, resulting from, arising out of or occurring in connection with the Permittee's (or any person acting for the Permittee or for whom the Permittee is alleged to be in any way responsible) use or occupancy of City maintained rights of way on City sidewalks, public alleys or pedestrian ways as may be permitted pursuant to this application.

The provisions of this agreement shall include any and all claims for equitable relief or damages of any kind against the City, its agents, officials, and employees, including alleged injury to the business of any claimant, and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the City, its agents, officials, and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorney's fees by reason of the assertion of any such claim against the City, its agents, officials, and employees.

The Permittee shall maintain, during the life of the shared active transportation permit, insurance covering the liability assumed under this agreement. The Permittee expressly understands and agrees that any insurance protection required as a condition of the issuance of the permit herein applied for, or otherwise provided by the Permittee, shall in no way limit the Permittee's responsibility to release, defend, indemnify, and keep and save harmless the City, its agents, officials, and employees as herein provided.

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 dangerous, or if the use or occupation is not being maintained or used according to Chapter 50 or any other relevant section of the Durham City Code, the City may revoke permission to use the public right-of-way without providing the 30-day notice. The Grantor and its successors, heirs, and assigns acknowledge that if the City revokes the permission to use or occupy the public right-of-way; the Grantor and its successors, heirs, and assigns shall at its sole expense, remove the use or occupancy and restore the public place to at least as good a condition as required by current applicable standards.

The intention of the Permittee is that this release and indemnity be incorporated into any permit for the operation of a shared active transportation system issued to it pursuant to Chapter 50 of the Durham City Code and this application. It is further the intention of the Permittee that this release and indemnity be broadly construed and applied in favor of the City. The Grantor makes this Agreement on behalf of the Grantor and Grantor's heirs, successors, and assigns for the benefit of the City and its successors and assigns.

This the _____ day of _____, 20__.

[Permittee Signature Block to Appear]