



City of Riverbank Development Services Department

Public Works ≈ Planning ≈ Building ≈ Neighborhood Improvement

6707 Third Street, Riverbank, CA 95367 Office (209) 863-7127 FAX (209) 869-7126

Hold Harmless Agreement

With respect to any claim, action of proceeding against the City, its officials, employees or agents relating to the action or inaction of the City in reviewing, approving or denying the encroachment permit, the Utility Company and/or Contractor shall defend, indemnify and hold harmless the City, its officials, employees and agents from any claim, action or proceeding to attack, set aside, void or annul an approval of the City concerning the encroachment permit approval. With respect to all other claims, actions or proceedings relating to or arising from this encroachment permit, including without limitation those concerning environmental review, subsequent permit decisions, personal injury, death, property damage or inverse condemnation, the Utility Company and/or Contractor shall also defend, indemnify and hold harmless the City, its officials, employees and agents. The City retains the option to employ independent defense counsel at the Utility Company's and/or Contractor's expense. The Utility Company and/or Contractor shall bear the litigation expenses of defense, including attorneys' fees, whether incurred by the Utility Company and/or Contractor or the City's counsel, or awarded to any third party. The City must pre-approve any decision in the action, including settlement, in which the City's participation or performance is required.

I, _____,

the Utility Company and/or Contractor of _____,
hereby acknowledge, read and understand the above provisions and agree to hold the City of Riverbank and its officials, employees and agents harmless in any lawsuit resulting from the issuance of the required encroachment permit.

Signed _____

Date: _____