

DP NO. \_\_\_\_\_

**RIGHT-OF-WAY DISRUPTION PERMIT**

**INDEMNIFICATION AGREEMENT**

For and in consideration and satisfaction of the Charter Township of West Bloomfield lawful Township Ordinance requirement for the provision of this Agreement as a condition for issuance of a Right-of-Way Disruption Permit, the Permittee identified below:

1. Agrees that the Township, and its officers, employees, agents, representatives and contractors, shall not be liable and/or responsible for any damages and/or injuries that occur to and/or are suffered by any person, property and/or other item which is caused by or results from the Permittee's occupancy of the Township's right-of-way.
2. Agrees to indemnify and hold harmless the Township and its officers, employees, agents, representatives and contractors from any and all damages, injuries, liability, claims, actions, losses, demands and/or law suits, including attorney fees and costs that arise out of the Permittee and/or its contractors, agents and representative's occupancy of the Township's right-of-way.
3. Agrees to indemnify and hold the Township and its officers, employees, agents, representatives harmless from any claims or other encumbrances which may be imposed as a result of any indebtedness or amounts owing by the Permittee to any contractors, subcontractors and/or any other persons providing services, labor, materials and/or other items to the Permittee.
4. Acknowledges and agrees that in the event the Township discovers that a claim and/or encumbrance has been placed on and/or against the Township's right-of-way, the Permittee shall remove the same within thirty (30) days from written notice by the Township, and failure to remove such a claim is grounds for revocation of the Permittee's Permit.
5. Acknowledges and agrees that in the event that the Permittee fails to remove a claim and/or encumbrance from the Township's right-of-way within thirty (30) days from the Township's written notice to the Permittee of the existence of said lien and/or encumbrance, the Township may apply the bond posted by the Permittee with the Township towards the Township's cost of completely removing a claim and/or encumbrance against the Township's right-of-way.
6. Acknowledges and agrees that it has an affirmative obligation to inform the Township of any claims and/or encumbrances that the Permittee is aware have been place on and/or against the Township's right-of-way.

Permittee's Indemnification Agreement described above shall not apply to third person claims that are solely caused by or the result of the Township's gross negligence.

PERMITTEE:

By: \_\_\_\_\_

Its:

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Indemnification Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, for and on behalf of Permittee and its authorized \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, Michigan

My commission expires: \_\_\_\_\_