

INDEMNIFICATION AGREEMENT FOR PLACEMENT OF PORTABLE SIGN

This Indemnification Agreement is made on _____ 20____, between _____, applicant (business owner) for a portable sign permit and the City of Littleton, Colorado, which the parties agree as set forth below:

WHEREAS, the applicant (business owner) has applied for a portable sign permit for a sign to be placed on the city's right of way where zero lot line occurs (downtown), and;

WHEREAS, the city’s consideration in permitting such a sign is to require the applicant (business owner) to indemnify the City:

THE PARTIES AGREE AS FOLLOWS:

- 1. **RELEASE:** Applicant (business owner) fully waives and releases the City of Littleton, Colorado (and all of its employees, directors, officers, and agents) from any and all causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, and any and all known or unknown injuries or consequential damages, related in any way to the placement of a portable sign on right-of-way owned by city pursuant to this Agreement.
- 2. **INDEMNIFICATION:** The undersigned agrees to defend (with counsel acceptable to the city), indemnify, and hold harmless the city for any expense, damage, loss, or injury sustained by the city or claimed or sustained by applicant (business owner) and/or the undersigned or any person claiming expense, damage, loss, or injury while using the right-of-way on which the portable sign is placed. This indemnification includes, without limitation, payment for all costs and expenses associated with any claim, demand, litigation, suit or damages arising from the placement of a portable sign by applicant (business owner) in city’s right-of-way. The city has the right to select its own legal counsel, at applicant’s cost.
- 3. **COMPLETE AGREEMENT:** This Agreement is the entire agreement between the parties and no written modification, except one signed by all parties shall be valid.
- 4. **LAW.** This Agreement shall be governed under the laws of the State of Colorado and venue under such agreement shall be in Arapahoe County, Colorado.

Dated this _____ day of _____, 20_____

City of Littleton

Department Director Signature and Print Name

Applicant (business owner) Signature and Print Name