

## **General Indemnification Clause**

To the fullest extent permitted by law, Permittee (as "Indemnitor") hereby agrees to immediately defend, indemnify, and hold harmless Yavapai County, and its departments, agencies, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees, contractors or subcontractors. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law, or arising out of the failure of such Permittee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Permittee from and against any and all claims. Permittee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this permit, the Permittee agrees to waive all rights of subrogation against the County, its departments, agencies, officers, officials, agents, employees and volunteers for losses caused by or arising from the activities authorized by this Permit.

Any insurance, its limits, amount and type required herein to be maintained by the Permittee shall in no way be construed as limiting the scope of this indemnity.

## **Environmental Indemnification Clause**

To the fullest extent permitted by law, Permittee (as "Indemnitor") hereby agrees to immediately defend, indemnify, and hold harmless Yavapai County, and its departments, agencies, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney's fees and reasonable expenses of investigation and remedial work (including, but not limited to, investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting directly or indirectly from, any Environmental Law, including, but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused as a direct or indirect result of any acts or omissions or Fault of Permittee, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees, regardless of whether or not such Claims are caused in part by a party indemnified hereunder. Permittee shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee for or hold Indemnitee harmless from any Claims incurred by Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission or Fault of Permittee or anyone directly or indirectly employed by Permittee or anyone for whose acts Permittee may be liable. As used in this section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and include, but are not limited to, the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "Fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). The Permittee agrees to waive all rights of subrogation against the County, its departments, agencies, officers, officials, agents, employees and volunteers for losses caused by or arising from the exercise of this permit.

## Insurance Requirements Matrix

TYPE OF INSURANCE COVERAGE AND ENDORSEMENTS OR LANGUAGE REQUIRED IN THE CERTIFICATE OF INSURANCE	ENROACHMENT PERMIT MINIMUM LIMITS OF INSURANCE	FILM PERMIT/SPECIAL EVENTS INVOLVING FIREWORKS OR CARNIVAL RIDES MINIMUM LIMITS OF INSURANCE	PARADES ONLY MINIMUM LIMITS OF INSURANCE
<b>Commercial General Liability-Occurrence Form</b>			
Per Occurrence	\$1,000,000	\$5,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$5,000,000	\$2,000,000
Products-Completed Operations Aggregate (for Construction and Some Installation types)	\$1,000,000	\$1,000,000	\$1,000,000
Personal and Advertising Injury	\$1,000,000	\$1,000,000	\$1,000,000
XCU (Explosion, Collapse and Underground Damage)	\$1,000,000	\$1,000,000	\$1,000,000
Fire Legal	\$50,000	\$50,000	\$50,000
<p>A certificate of insurance is required by permittee. The policy shall be endorsed to include the following additional insured language and the language must be shown on the certificate of insurance: <b>“Yavapai County and its departments, agencies, officers, officials, agents, employees and volunteers shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the permittee or contractor.”</b> Policy shall contain waiver of subrogation (applicable to all lines of coverage) in favor of Yavapai County, its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Permittee/Contractor. Permittee/Contractor's subcontractors shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.</p> <p>The Permittee assumes the responsibility and all liability for injury or damage to said roadway, or to any person while using said roadway, caused by or arising out of the exercise of this permit. Permittee agrees to hold harmless and indemnify Yavapai County for claims arising out of the work performed under this permit; except such claims arising out of Yavapai County's sole negligence.</p>			
<b>Business Automobile Liability--Combined Single Limit (CSL)</b>			
Any owned, hired, and non-owned autos used in performance of this Permit	\$1,000,000	\$1,000,000	\$1,000,000
<p>The policy shall contain, or be endorsed to contain, <b>“Yavapai County and its departments, agencies, officers, officials, agents, employees and volunteers shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the permittee or contractor, including automobiles owned, leased, hired or borrowed by the Permittee/Contractor.”</b></p> <p><b>Permittee/Contractor's subcontractors</b> shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.</p>			
<b>Workers' Compensation/Employer's Liability</b>			
Workers' Compensation	Statutory	Statutory	Statutory
Employer's Liability-Each Accident	\$1,000,000	\$1,000,000	\$1,000,000
Employer's Liability-Disease-Each Employee	\$1,000,000	\$1,000,000	\$1,000,000
Employer's Liability-Disease-Policy Limit	\$1,000,000	\$1,000,000	\$1,000,000
<p>Policy shall contain a <b>waiver of subrogation</b> endorsement, as required by this written contract, in favor of the County of Yavapai County, and its departments, agencies, officers, officials, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor.</p> <p>This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).</p> <p><b>Contractor's subcontractors</b> shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.</p>			

The Permittee's insurance or self-insurance shall be primary and any insurance maintained by the County shall not contribute to, or be excess of, the Permittee's insurance or self-insurance. Permittee and Contractor agree to provide Yavapai County with certificate(s) of insurance consistent with the requirements stated in the Yavapai County Permit Insurance Matrix to include naming Yavapai County as an Additional Insured with respect to General Liability and Automobile Liability and provide a Waiver of Subrogation endorsement in favor of Yavapai County for all insurance coverages. The required insurance shall be kept in force by the Permittee and its contractors/subcontractors for the term of the permit and shall not expire, be cancelled or materially changed to affect coverage available to Yavapai County without thirty (30) days written notice to Yavapai County.

Automobile and Workers' Compensation coverage requirements are dependent upon the use of employees and autos for the encroachment activity. Please refer to the Yavapai County Permit Insurance Matrix to determine requirements for coverage, limits, language and other insurance related items specific to each permit. Permittee agrees to maintain and make available to Yavapai County all contractors/subcontractors' certificates upon demand. Yavapai County reserves the right to require an increase or allow a decrease in insurance limits or coverage based on the risks and financial exposure arising out of the event or activity proposed in the permit application. The Encroachment Permit is issued upon the express condition that Yavapai County does not protect or insure against loss of personal property or improvements owned by Permittee.

## General Requirements

**County Property:** This right-of-way is for County property and shall not be construed as an authorization for use of adjacent private or public property, grounds or land or any other area where a separate right-of-way, agreement or permit may be required. Applicant shall be responsible for obtaining all necessary rights-of-way, agreements, permits or insurance required by any federal, state, municipal or other governmental or private entity.

**Damage to County Property:** Applicant will promptly compensate or reimburse County the full amount of any damage to, or loss of use of, County buildings, facilities, grounds, lands, water or property caused by Applicant, its officers, officials, employees, members, guests, invitees, or agents. Compensation or reimbursement to the County shall also include, but not be limited to, restoration, clean-up, abatement, remedial action, legal fees and expenses or fines.

**Damage to Applicant Property:** The County shall not be responsible for loss of, damage to, or loss of use of, tangible or intangible property of Applicant, its officers, officials, employees, members, guests, invitees or agents.

**Loss of Privileges:** Loss of privileges authorized by this right-of-way by County revocation, closure, termination, cancellation or suspension is not compensable to the Applicant.

**Transfer:** This Agreement, its requirements, terms and conditions are not transferable.

**Exclusivity:** This Agreement is not exclusive unless otherwise stated in the Agreement. The County reserves the right to use or allow others to use any part of the County right-of-way, property or land pertaining to this Agreement. The Applicant agrees to allow others of the public free and unrestricted access to, and use of, the County right-of-way, property or land at all times for all lawful purposes.

**County Rules and Regulations:** Upon issuance, this Agreement authorizes the Applicant's right-of-way subject to the terms and conditions outlined within County rules, regulations, laws, ordinances or the County approved authorization of right-of-way. It is the Applicant's responsibility to be familiar with and to understand all applicable County rules, regulations, laws, or ordinances.

**Obligations of the Applicant:** The obligations of the Applicant under this right-of-way are not contingent upon the County to inspect the Applicant's right-of-way.