

## Attachment C

### 2021 City of Tucson Shared Mobility Program

# INDEMNITY AGREEMENT

This Indemnity Agreement (“Agreement”) is made and granted by INSERT GRANTOR, and its successors, heirs, and assigns (collectively the “Grantor”) in favor of the City of Tucson (“City”).

## RECITALS

The Grantor has applied to the City for permission to use or occupy public right-of-way for the Grantor’s benefit.

The City’s permission for allowing the use or occupancy is conditioned on the Grantor and its successors, heirs, and assigns complying with all permit requirements; and all applicable federal, state, and City law.

## AGREEMENT

In consideration for the City’s permission to use or occupy the public right-of-way according to the submitted Mobility Share Permit application and approved plan INSERT PERMIT NUMBER the Grantor agrees as follows:

1. The Grantor, and its successors, heirs, and assigns shall forever defend, indemnify, and hold harmless the City of Tucson, its officials, officers, employees, and agents; from all liabilities, claims, causes of action, judgments, or expenses, including reasonable attorney fees and necessary litigation expenses; resulting from any actual or alleged bodily injury including death, or actual or alleged damage to property; arising out of or in connection with the using or occupying the public right-of-way, regardless of whether or not caused by a party indemnified hereunder, except to the extent delineated in Paragraph 2 herein.
2. Notwithstanding any other paragraph, the Grantor’s, successors’, heirs’, and assigns’ indemnification obligations under this Agreement do not apply to any liabilities, claims, causes of action, judgments, or expenses resulting from bodily injury or property damage caused by the gross negligence of the City, its officers, employees, elected officials, agents, or subcontractors.
3. 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 Title 25 of the Tucson Code, the City may revoke permission to use the public right-of-way without providing the 30-day notice.

4. The Grantor, on behalf of the Grantor and Grantor's successors, heirs, and assigns, specifically and expressly agrees to waive Grantor's and Grantor's successors', heirs', and assigns' immunity under industrial insurance, to the extent necessary to provide the City with a full and complete indemnity from claims for which the City is entitled to indemnity under this Indemnity Agreement. Grantor, on behalf of Grantor and Grantor's successors, heirs, and assigns, specifically and expressly agrees this provision was mutually negotiated by the parties.
5. 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.
6. 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.

**IN WITNESS WHEREOF, the Grantor has executed this Agreement on the day and year indicated below.**

---

**Grantor's Signature:**

---

**Print Name and Title:**

---