



City of Weed
Planning Department
550 Main Street
Weed, CA 96094
(530) 938-5020

INDEMNIFICATION AGREEMENT

Project Name and Site Address: _____

____ ("Owner") and _____ [Developer's name, if different from Property Owner] (collectively, "Applicant") agrees to defend, indemnify, release, and hold harmless the City of Weed, its officials, officers, agents, employees, and volunteers from any and all claims, actions, losses, costs, liabilities, expenses, or proceedings brought against or incurred by any of the foregoing individuals or entities ("Indemnitees"), where the same arises from or is related to the City's consideration, continuance, or decision on the application, the project contemplated by the application, or related decision(s), or any environmental documents or determination which relates to the application under the California Environmental Quality Act (CEQA) or otherwise. This indemnification shall include, but is not limited to all damages, costs, expenses, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including the Applicant, third parties, and/or the Indemnitees, arising out of or in connection with the application or related decision(s) thereon, whether or not there is concurrent, passive, or active negligence on the part of the Indemnitees. If for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect. The Applicant also agrees to so indemnify the Indemnitees for all costs incurred in additional investigation or study, or for supplementing, redrafting, revising or amending any document (e.g., the EIR, Specific Plan Amendment, Specific Plan, General Plan Amendment, Rezone, etc.) if such is made necessary by the claim, action or proceeding and if the Applicant desires approvals from the City which are conditioned on the approval of said documents.

Nothing in this agreement shall prohibit the City from participating in the defense of any claim, action or proceeding. In the event that the Applicant is required to defend the Indemnitees in connection with any said claim, action or proceeding, the City shall retain the right to (i) approve the counsel to so defend the Indemnitees, (ii) approve all significant decisions concerning the matter in which the defense is conducted, and (iii) approve any and all settlements, which approvals shall not be unreasonably withheld by the City.

The City shall also have the right not to participate in said defense, except that the City agrees to cooperate with the Applicant in the defense of said claim, action or proceeding. If the City chooses to have counsel of its own defend any claim, action or proceeding where the Applicant has already retained counsel to defend the City in such matters, the fees and expenses of the counsel selected by the City shall be paid by the City.

The undersigned Owner hereby represents that s/he is the sole owner(s) of the subject property. The Developer warrants that s/he is a duly authorized agent of the Owner with full authority execute this agreement. Applicant agrees to notify City in writing prior to any change in ownership and to submit a written assumption of the obligations under this agreement signed by the new owner or his/her authorized agent.

By signing below, I acknowledge that I have read and agree to all of the above.

Name of Owner: _____

Signature of Owner: _____ Date: _____

Name of Developer: _____

Signature of Developer: _____ Date: _____

ACKNOWLEDGMENT THAT COPYRIGHTED REPORTS UNACCEPTABLE

The Applicant acknowledges, understands, and agrees that any soils, seismic hazard, landslide, geologic, natural hazard, or geotechnical report, study, or information submitted to the City by, or on behalf of, the Applicant in furtherance of this application submitted by the Applicant will be treated by the City as public records which may be reviewed by any person and if requested, that a copy will be provided by the City to any person upon the payment of its direct costs of duplication.

I have read and agree to all of the above.

Name of Owner: _____

Signature of Owner: _____ Date: _____

Name of Developer: _____

Signature of Developer: _____ Date: _____