



The undersigned, being the owner or an authorized agent of the owner of the property, has taken out a permit issued by the city of Phoenix, to place "soil nails" within the public right-of-way. Each owner and its agent is wholly responsible for the quality of the work performed for all consequences of any condition of such "soil nails" and damage to any facilities installed in the public right-of-way caused by the installation, repair, or maintenance of the "soil nails." The issuance of any permit affiliated with the Department shall not excuse any owner or agent from such responsibility or liability.

Each owner and agent shall agree on its behalf and that of any successor or assign to indemnify, defend, protect, and hold harmless the city, including, without limitation, each of its commissions, departments, officers, agents, and employees (hereinafter in this subsection collectively referred to as "Phoenix") from and against any and all actions, claims, costs, damages, demands, expenses, fines, injuries, judgments, liabilities, losses, penalties, or suits including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from:

- (1) Any act by, or negligence of, owner or its agent, contractors, subcontractors, or the officers, agents, or employees such entities, related to the installation, repair, or maintenance of the "soil nails" authorized by the permit, or while in or about the property subject to the permit for any reason connected in any way whatsoever with the performance of the soil nails authorized by the permit, or allegedly resulting directly or indirectly from maintenance or installation of any equipment, facility(ies), or structures authorized under the permit:
- (2) Any accident, damage, death, or injury to any contractor or subcontractor, or any officer, agent or employee of either of them, while engaged in the performance of the "soil nails" authorized by the permit, or while in or about the property for any reason connected with the performance of the "soil nails" authorized by the permit, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the soil nails authorized by the permit:
- (3) Any accident, damage, death, or injury to any person(s) or accident, damage, or injury to any real or personal property in, upon, or in any way allegedly connected with the "soil nails" authorized by the permit from any cause or claims arising at any time; now or in the future; including, but not limited to, and damage to the "soil nails" or damage to any property caused by interference with the "soil nails" Phoenix shall have a cause of action for indemnity against each owner and its agent for any costs Phoenix may be required to pay as a result of defending or satisfying any claims that arise from or in connection with the permit, except only for claims resulting directly from willful misconduct on the part of Phoenix. Owner and its agent agree the indemnification obligations assumed under the permit shall survive expiration of the permit or completion of the "soil nails."

Signature

Date

Name

Title

State of Arizona)
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____
20 _____ by _____

My Commission Expires

Notary Public