

Permit number _____

Work Permit - Use of City Right-of-Way

Location of Work _____
(must attach sketch)

Requested Work Period (no more than 14 days) Start _____ Completion _____

City Property Used (check all that apply) Sidewalk (Partial - 5' Clearance) ____ Sidewalk (full) ____ Esplanade ____
Parking Spaces (number of spaces) ____ Street ____

Work Explanation _____

Owner Information

Owner Name _____ Owner Phone _____

Owner Address _____

Contractor Information

Contractor Name _____ Contractor Phone _____

Contact Person _____ After Hours Phone _____

Contractor Address _____

General Conditions

1. Grant of license. This Permit grants the Contractor (the "Permittee") named above permission to occupy the portion of the City right-of-way outlined in the accompanying Exhibit A (the "Premises") for the purpose of performing the work listed in the Work Explanation above (the "Work") for the term listed below. This Permit includes the right to perform any necessary loaming, seeding, paving, and other necessary incidental work.
2. Maintenance of premises. In consideration of the granting of this Permit, the Permittee hereby agrees to maintain the Premises in a neat, safe, and clean condition insofar as the Work allows during the period this Permit shall remain in effect. The Permittee agrees to disturb the Premises as little as possible. Furthermore, upon termination, the Permittee shall restore the Premises to their original condition.
3. Safety precautions. The Permittee agrees to take all reasonable and customary safety precautions in the use of the Premises, including but not limited to any safety precautions listed below under "Additional

Requirements," all applicable Manual on Uniform Traffic Control Devices (MUTCD) standards and all safety precautions required by law.

4. Inspection of premises. The Permittee agrees that it shall thoroughly inspect the Premises for any hazards or defects prior to making use thereof under this Permit. It is understood that this Permit is granted for use of the Premises "as is", and that the City makes no warranty or representation of any kind regarding the safety or condition of the Premises. Use of the City's Premises by the Permittee shall be at the Permittee's sole and exclusive risk.
5. Indemnification. As a condition of being granted this Permit, the Permittee does hereby for itself, its agents, successors, servants, employees, guests, and invitees, fully and completely RELEASE and HOLD HARMLESS said City of Bangor, its inhabitants, officers, servants, agents and employees from any and all claims, demands and actions that the Permittee, its successors, or third parties may have, on account of loss, damage or injury, including personal injury, that is caused by use of the Premises. The Permittee and its successors also hereby expressly agree to defend, indemnify, and hold the City of Bangor, its officers, servants, agents and employees harmless from and against any and all claims, demands, actions, and judgments in favor of the Permittee or its agents, successors, servants, employees, guests, or invitees who may enter upon the described premises. For this purpose, the Permittee hereby expressly waives any and all immunity it may have under Maine's Workers Compensation Act in regard to such claims made or asserted against the Permittee by the Permittee's agents, successors, servants, or employees. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by the City of Bangor to answer, investigate, defend and settle all such claims, including but not limited to the City of Bangor's cost for attorney fees, expert or other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of any person, including agents, successors, servants, employees, guests, or invitees of the Permittee, against the City in regard to claims arising out of this Permit.
6. Compliance with local, state, and federal laws. The Permittee shall not use or occupy said premises in any manner as to knowingly violate any law or regulation of any duly constituted governmental authority.
7. Hazardous materials. The Permittee hereby covenants and agrees that it shall not place, cause to be placed, allow to be placed, deposit or discharge any hazardous waste upon the Premises. The term "hazardous waste" shall be deemed to include every substance now or hereafter designated as a hazardous waste under any provision of State or Federal law.
8. Non-discrimination. The Permittee, in the use and occupancy of the Premises, shall not unlawfully discriminate or permit unlawful discrimination against any person or group of persons in any manner.
9. Violations and termination. The Permittee shall correct any violation of his or her use of the Premises within 24 hours after notice from the Code Enforcement Officer or his or her agent. Failure to make such corrections within that time will result in the revoking of this Permit, and the Permittee shall be required to vacate the right-of-way immediately. If, because of the extent of his or her operation, it is impractical or impossible for the Permittee to immediately vacate the right-of-way, then said corrections will be made by the City and the cost will be billed to the Permittee. Notwithstanding any other condition of this Permit, in the event that the City, in its sole discretion, determines that further use of the premises under this Agreement is not in the best interests of the City of Bangor, the rights granted herein may be suspended or terminated upon forty-eight (48) hours' written notice to the Permittee.

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10. Notices. All correspondence between the Permittee and the City of Bangor shall be sent to the City at Code Enforcement Officer, City of Bangor, 73 Harlow Street, Bangor, Maine, 04401, and to the Permittee at the Contractor Address listed above.
11. Responsible city official. The Permittee shall address any questions concerning this Permit to the Code Enforcement Officer.
12. Sublet, assignment, and encumbrances prohibited. The Permittee shall not encumber, mortgage, assign, sublet or otherwise transfer the Permittee's interest or any part thereof under this Permit.
13. No joint venture. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

City Use Only

Term of Permit: Start _____ End _____

Permit Area: See Exhibit A

Approvals	
Eng	_____
Pub Wks	_____
Police	_____
Code	_____
Fire	_____

Additional Requirements (check all that are required):

- _____
- _____
- _____
- _____
- _____

City Manager signature: _____ Date: _____

Permittee Signature

I agree to abide by the terms and conditions of this Permit, including both the General Conditions and any terms laid out in the City Use Only section of the Permit.

Date _____ Signature of Owner/Manager _____

This permit is granted pursuant to Section 257-4 of the Code of the City of Bangor.