

TEMPORARY USE PERMIT AGREEMENT

_____, applicant for a Temporary Use Permit at _____ (“Applicant”) accepts the following terms and conditions applicable to the Temporary Use Permit:

1. Applicant agrees to keep the sidewalk, street, and public space within 20 feet of the proposed use or structure free from any litter generated by the use or activity.
2. Applicant, by the exercise of its right granted by this permit, agrees to indemnify, and save harmless the city of Duluth and its officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney’s fees, which may accrue against or be charged to or may be recovered from the city by reason of or account of or in any way related to the negligent actions, excluding gross negligence or intentional torts, of the city or its officers, agents, employees and servants while engaged in the performance of their official duties and resulting in damage to the improvements and amenities authorized by this permit.
3. Applicant, by the exercise of its right granted by this permit, agrees to defend, indemnify, and save harmless the city of Duluth and its officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney’s fees, which may accrue against or be charged to or may be recovered from the city by reason of or the use authorized pursuant this permit by any person(s) including Applicant, its employees, agents, volunteers, or invitees. Upon ten (10) days written notice, Applicant will appear and defend all claims and lawsuits against the city growing out of any action with respect to which Applicant is required to indemnify the city.
4. Applicant agrees to provide liability insurance meeting the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota:
 - (a) Public Liability with limits not less than **\$1,500,000** Single Limit shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises and Operations.
 - (b) The city of Duluth shall be named as **Additional Insured** under the Public Liability and Excess/Umbrella Liability* policy, naming itself and the city of Duluth. Permittee shall provide a Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The city of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Permittee’s interests and liabilities.

**An umbrella policy with a “following form” provision is acceptable if written verification is provided that the underlying policy names the city of Duluth as an additional insured.*

- (c) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the city without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to city will render any such change or changes in said policy or coverages ineffective as against the city.
- (d) **The use of an “Acord” form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney’s Office.**

5. Applicant agrees that the insurance required herein shall be maintained in full force and effect during the term of the permit.

6. Applicant agrees to provide certificates showing that Applicant is carrying the above described insurance in the specified amounts to the City prior to the issuance of the Temporary Use Permit and that a certificate showing continued maintenance of such insurance shall be on file with the City during the term of the permit.

7. That the temporary use permit will be in effect for the following period of use:

8. Applicant agrees that the temporary use shall be removed at the end of this period, by the applicant and at applicant’s expense. If any conditions of the permit are not followed, or for any reason determined necessary for public health, safety, and welfare, the City may issue notification that temporary use shall be removed by the applicant and at applicant’s expense. If applicant does not remove the use, the City may hereby act to remove temporary use from the public street, sidewalk, or other public property.

Printed Name of Applicant

Signature
Its _____

Date