



CITY OF PHILOMATH  
 980 Applegate Street PO Box 400  
 Philomath, OR 97370  
 Office: 541-929-6148  
 FAX: 541-929-3044  
 www.ci.philomath.or.us

## COMMERCIAL/RESIDENTAL APPLICATION

### PERMIT TO OCCUPY PUBLIC PROPERTY

*This form is required when the right-of-way is needed for work or activities that impact public rights-of-way (e.g., streets, sidewalks or other public areas), including but not limited to digging, utility installation, or repairs. If your project requires a full or partial street closure, please complete a separate street closure permit application.*

ALL SECTIONS MUST BE COMPLETED. ATTACH ADDITIONAL SHEETS IF NECESSARY.  
 REVIEW WILL BEGIN ONLY WHEN THE APPLICATION IS DETERMINED TO BE COMPLETE.

#### APPLICANT INFORMATION

Names(s): \_\_\_\_\_ Phone#1: \_\_\_\_\_  
 DBA: \_\_\_\_\_ Phone#2: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

#### AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF PHILOMATH (City), and \_\_\_\_\_ (Applicant). This permit is made with reference to the following recitals:

#### Applicant Proposes To

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#### Property Information

The portion of the public property covered by this Agreement is described on the attached drawing shown as Exhibit "A" and located at or near the below location:

Site Address: \_\_\_\_\_  
 Assessor's Map & Tax Lot Number(s): \_\_\_\_\_ Zoning: \_\_\_\_\_

THE PARTIES AGREE AS FOLLOWS

- 1. The City hereby grants to Applicant permission to occupy public property as described above.
2. Applicant agrees that City may revoke this permit with 5 days written notice or immediately if hazard exists. Applicant agrees to indemnify and hold City harmless for any and all claims related in any way to the Applicant's occupation of public property.
3. The Applicant shall obtain, at its sole expense, proof of comprehensive liability insurance, with limits of not less than one hundred thousand dollars (\$100,000) per occurrence and shall provide the City with satisfactory proof of continued insurance coverage during the life of the permit. Such insurance shall include the City as an additional named insured.
4. Other Conditions:

AGREEMENT AND ACKNOWLEDGMENT SECTION

The City of Philomath, an Oregon municipal corporation (City), and

(Applicant/DBA).

In consideration of the use of public property as described in the attached permit, the undersigned Applicant agrees to indemnify and hold harmless City, its officers, agents and/or employees from any and all liability, claims, costs including reasonable attorney fees, arising out of the use of the public right of way by Applicant. The undersigned further agrees to furnish City with proof of insurance naming City as an insured party. This agreement has been signed this \_\_\_\_\_ day of \_\_\_\_\_.

By Signing below, you acknowledge and agree to the terms of both the permit to occupy public property and the Hold Harmless and Indemnification Agreement. Any violation of the above conditions shall constitute grounds to begin the termination process of this permit. NOTARY REQUIREMENTS: The need for a notary is determined on a case-by-case basis. If a notary is not required, the signatures of the Applicant and the City Manager shall be deemed sufficient for this agreement.

Applicant/DBA

City Manager Signature

NOTARY SIGNATURES

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_, State of Oregon } County of \_\_\_\_\_ }

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_, State of Oregon } County of \_\_\_\_\_ }

Notary Stamp

Notary Stamp

Notary Signature

Notary Signature