

**PERMIT  
CONDITIONS**

1. Licensee shall defend, indemnify, save and hold harmless Pinal County, its officials and employees without limitation from and against any and all claims (including, but not limited to, workers' compensation, disability or environmental liability claims), damages, losses, liabilities, fees, fines or expenses (including but not limited to attorney fees, court costs, and cost of appellate proceedings) relating to, arising from, resulting from or alleged to have arisen or resulted from the Licensee's exercise of this right-of-way. Licensee's duty to defend, indemnify, save and hold harmless Pinal County, its officials and employees shall arise in connection with any and all claims, damages, losses, liabilities, fees, fines or expenses that are attributable to bodily injury, personal injury, sickness, disease, death or damage to, or destruction of, tangible or intangible property including the loss of use therefrom, or environmental claims and fines, caused in whole or in part by any act, error, mistake or omission of Licensee, its officers, officials, employees, members, guests invitees, participants, agents, vendors, subcontractors or anyone for whose acts Licensee may be liable. That the Licensee assumes the responsibility and all liability for injury or damage to said highway, or to any person while using said highway, caused by arising out of the exercise of this permit or license.
2. That all work done shall be at the sole cost and expense of the Licensee and shall be done at such time and in such a manner as to be least inconvenient to the general public, and as directed by the agent of the Licensor. Work must be finished in the time specified on permit unless the appropriate renewal fees are paid prior to the expiration date.
3. That when the proposed work is completed, the Licensee shall repair the roadbed and replace the surfacing material thereon, and will leave the said road in as good a condition as it is now or better, so far as the road is affected by the Licensee.
4. If the subject of the permit or license fails to pass final inspection, the Licensee will remove or replace the same within such time as specified by written notice from the Licensor, or if at any time hereafter, any material used by the Licensee in replacing or reconstructing any part of said highway proves defective, the Licensee will replace the same with the kind and quality of material which the Licensor shall specify.
5. That if the title and possession of any property placed upon the right-of-way by the Licensee remains in said Licensee, the Licensee shall and will promptly perform all necessary repair work upon written notice from the Licensor, and will not permit or allow any condition to exist which would be a hazard or source of danger to the general public. In the event Licensee fails or refuses to make necessary repairs within a reasonable time after notice from licensor, licensor may make any repairs necessary to eliminate a hazard or source of danger to the public and charge Licensee for the repairs.
6. That if at any time hereafter the right-of-way, or any portion thereof occupied and used by the Licensee, may be needed or required by the Licensor, any permit or license granted in pursuance of this application may be revoked by the Licensor and all rights thereunder terminated and upon sufficient notice, the Licensee shall and will remove all property belonging to said Licensee. This permit is not exclusive unless otherwise stated in the permit. The County reserves the right to use or allow others to use any part of the County right-of-way, property or land pertaining to this permit. The Applicant agrees to allow others of the public free and unrestricted access to, and use of, the County right-of-way, property or land at all times for the lawful purposes.
7. That in the event that the work to be done under the authority of the permit or license necessitates the creation of any hazard or source of danger to any person or vehicle using said highway, said Licensee shall and will provide and maintain at all times during the existence of said hazard sufficient barriers, hanger signals, lanterns, detours in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) and shall and will take such other measures of precaution as the Licensor shall direct.
8. That if the work to be undertaken is of such a nature or character that the Licensor deems it necessary that said work be laid out or inspected by the Licensor, said Licensee will defray any and all expenses incurred by said Licensor and herein agrees to reimburse the Licensor and for that purpose will deposit with the Licensor a sum of money in the amount necessary to cover all cost incurred by the Licensor.
9. That in the event any property belonging to or the area occupied by such property being used by the Licensee within any portion of the right-of-way interferes with or is needed to construct, maintain, reconstruct, improve, or relocate any highway, street, road, drainage, or utility lines or structures pertaining thereto, by or for the Licensor or the general public, said Licensee shall at his own expense relocate, remove, lower or raise such property, within a reasonable time, when requested to do so by the Licensor in writing.
10. On or before the effective date of this permit the Licensee shall provide the following to the County Engineer:
  - a. A certificate of insurance confirming that the Licensee has obtained and maintains general liability insurance with a limit of \$1,000,000 per occurrence and \$1,000,000 products liability insurance, said coverage to remain in force for the entire term for which the Permit is granted. All policies shall specify that the subject coverage is primary and shall identify the County as an additional insured. Satisfaction of this insurance requirement shall, in no way limit the Licensee's indemnity obligation as set forth in Paragraph 1 above. Fifteen days written notice of any change in coverage or cancellation of any policy shall be provided to the County Engineer.
  - b. The licensee insurance or self-insurance shall be primary and any insurance maintained by the County shall not contribute to, or be excess of, the Applicant's insurance or self-insurance.
  - c. The licensee insurance or self-insurance shall contain a waiver of rights of recovery or subrogation against the County, its officials and employees for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have risen or resulted from, the right-of-way.
11. This right-of-way is for County property and shall not be construed as an authorization for use of adjacent private or public property, grounds or land or any other area where a separate right-of-way, agreement or permit may be required. Licensee shall be responsible for obtaining all necessary right-of-way, agreements, permits or insurance by the federal, state, municipal or other governmental or private entity.

12. Licensee will promptly compensate or reimburse County the full amount of any damage to, or loss of use of, County buildings, facilities, grounds, lands, water or property caused by licensee, its officers, officials, employees, members, guests, invitees, or agents. Compensation or reimbursement to the County shall also include, but not limited to, restoration, clean-up, abatement, remedial action, legal fees and expenses or fines.
13. The County shall not be responsible for loss of, damage to, or loss of use of, tangible or intangible property of Licensee, its officers, officials, employees, members, invitees or agents.
14. If deemed necessary by Pinal County to utilize off duty officer to assist with traffic control, the off duty officer must be a Pinal County Sheriff Officer with standard issued Pinal County Sheriff Officer vehicle and all associated costs will be at the applicants expense.

**15. Indemnification**

To the fullest extent permitted by law, Permittee (as "Indemnitor") hereby agrees to immediately defend, indemnify, and hold harmless Pinal County and its departments, agencies, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees, contractors or subcontractors. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law, or arising out of the failure of such Permittee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Permittee from and against any and all claims. Permittee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this permit, the Permittee agrees to waive all rights of subrogation against the County, its departments, agencies, officers, officials, agents, employees and volunteers for losses caused by or arising from the activities authorized by this Permit.

Any insurance, its limits, amount and type required herein to be maintained by the Permittee shall in no way be construed as limiting the scope of this indemnity.

**16. Environmental Indemnification**

To the fullest extent permitted by law, Permittee (as "Indemnitor") hereby agrees to immediately defend, indemnify, and hold harmless Pinal County, and its departments, agencies, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney's fees and reasonable expenses of investigation and remedial work (including, but not limited to, investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting directly or indirectly from, any Environmental Law, including, but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused as a direct or indirect result of any acts or omissions or Fault of Permittee, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees, regardless of whether or not such Claims are caused in part by a party indemnified hereunder. Permittee shall not be obligated to defend Indemnitee against any Claims or indemnify Indemnitee for or hold Indemnitee harmless from any Claims incurred by Indemnitee resulting solely from the negligence or willful misconduct of Indemnitee and not in any way resulting from any act or omission or Fault of Permittee or anyone directly or indirectly employed by Permittee or anyone for whose acts Permittee may be liable. As used in this section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and include, but are not limited to, the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "Fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). The Permittee agrees to waive all rights of subrogation against the County, its departments, agencies, officers, officials, agents, employees and volunteers for losses caused by or arising from the exercise of this permit.