

AGREEMENT made this day of 200 .

B E T W E E N:

**THE CORPORATION OF THE
CITY OF PETERBOROUGH**

hereinafter called the “City”

OF THE FIRST PART

- and -

hereinafter called the “Owner”

OF THE SECOND PART

WHEREAS the City has agreed to issue a permit to the Owner to make use of a portion of the road allowance for _____, shown on the plan attached hereto as Schedule A, (hereinafter referred to as the “City Lands”), in accordance with the terms and conditions hereinafter contained.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. The City hereby grants permission to the Owner, at the sole risk and expense of the Owner, to use that portion of the City Lands, for a portable sign in connection with the use located on the abutting lands of the Owner.
2. The Owner shall make use of the City Lands in the manner specified in Schedule A, and shall make no physical alterations to the City Lands, without the prior written consent of the City.
3. The Owner shall at all times indemnify and save harmless the City from any loss, expense or liability howsoever incurred by the City arising from the exercise of the privileges herein granted to the Owner, and the Owner waives, as against the City, all claims of whatever nature, where such loss, expense, liability or claim, arises directly or indirectly out of or is attributable to the exercise by the Owner or others of the privileges herein granted.
4. The Owner shall obtain and maintain in force during the currency of this agreement, insurance providing coverage for public inability and property damage in the minimum amount of Two Million Dollars (\$2,000,000.00). The City shall be named as an additional insured, and the policy shall contain a cross-liability clause, to the satisfaction of the City.

The Owner agrees to forward to the City the original or a certified copy of the policy of such insurance, and the annual renewals thereof. It is acknowledged and agreed by the Owner that the provision of such insurance shall in no way relieve or limit the obligations of the Owner pursuant to this agreement.

5. The agreement shall not be assignable by the Owner.

6. The City shall be entitled to terminate this agreement:

(a) forthwith, upon the failure of the Owner to operate in accordance with all applicable regulations and in accordance with Schedule A attached hereto, provided that the Owner has not, within seven (7) days of receiving written notification from the City, rectified any such non-compliance, and

(b) in the event that it is necessary to perform work on the sidewalk or in connection with any services located in the road allowance.

7. Any notice required to be given to the Owner pursuant to this agreement shall be sufficiently given if delivered personally, or sent by prepaid mail or facsimile transmission to the Owner at:

8. The Owner agrees to immediately remove the sign from road allowance in the event that the City is required to perform any emergency maintenance on the road allowance in respect of services located in the road allowance.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

| | | |
|------------------------------|---|-------------------------|
| SIGNED, SEALED AND DELIVERED |) | THE CORPORATION OF THE |
| in the presence of: |) | CITY OF PETERBOROUGH |
| |) | |
| |) | _____ |
| |) | Chief Building Official |
| |) | |
| |) | _____ |
| |) | Owner |
| |) | |
| |) | _____ |
| |) | Owner |