

BAY CITY ENCROACHMENT PERMIT APPLICATION

Applicant: _____ Telephone Number: _____

Address: _____ Email: _____

Address or general location of encroachment: _____

(A SCALED DRAWING, SITE PLAN OR MAP OF THE PROPOSED ENCROACHMENT MUST BE ATTACHED)

Use of Property: _____

Owner of Property: _____

Insurance Carrier: _____

This is a temporary encroachment (less than 90 days): Include \$25.00 administration fee payable to the Bay City Treasurer.

This is a long-term encroachment (90 or more days): Include \$50.00 administration fee payable to the Bay City Treasurer.

Expected dates and/or duration of temporary encroachment: _____

Description of Encroachment: _____

Purpose of Encroachment: _____

Applicant covenants and agrees, in the event that an encroachment permit is issued, to indemnify, protect, defend and save the City harmless from any and all claims, actions or suits for any loss, liability or damage that may be asserted or leveled against the property or the City by reason of Applicant's use or occupancy of the City's property, including any expenses, costs or attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the property, resulting in any personal injury, including death, which in any manner whatsoever involves the permitted encroachment, Applicant agrees to notify the City within 72 hours of the happening of any said incident or occurrence.

Applicant covenants and agrees to purchase and maintain, during all periods for which an encroachment permit is applicable, a policy of general liability insurance in the amount of not less than \$500,000 per occurrence and in the aggregate which shall protect and save harmless the City, its officers and employees from any and all manner of claims, suits or actions for injuries, death, losses or damages arising out of, occurring or resulting to any person or property as a result of the requested encroachment.

The certificate and policy of insurance shall be endorsed as follows:

"The City of Bay City, its officers and employees are additional insureds. This coverage is primary to the City and not contributing or pro rata with any other insurance or similar protection which is or may be available to or carried by the City."

A Certificate of Liability Insurance Form with the above wording and "City of Bay City" added as the Certificate Holder must be attached to the application (see the following example).

Example of a Certificate of Liability Insurance Form

<small>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</small> 1. INCLUDE THE LOCATION THAT THIS ENCROACHMENT PERMIT WILL COVER. 2. INCLUDE ALL OF THE FOLLOWING LANGUAGE: The City of Bay City, its officers and employees are additional insureds. This coverage is primary to the City and not contributing or pro rata with any other insurance or similar protection which is or may be available to or carried by the City.	
<small>CERTIFICATE HOLDER</small> City of Bay City 301 Washington Bay City, MI 48708	<small>CANCELLATION</small> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <small>AUTHORIZED REPRESENTATIVE</small>
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<small>ACORD 25 (2009/09) 1 of 1 The ACORD name and logo are registered marks of ACORD</small> <small>#S199819/M199208</small>	<small>AYC</small>

All insurance shall be obtained from companies licensed and admitted to do business in the State of Michigan. The certificate and/or policy of insurance shall provide that the City shall be given 15 days written notice should the policy be cancelled or amended before its expiration. The Applicant covenants and agrees to strictly comply with all terms and conditions of the City's Encroachment Policy and any encroachment permit which may be issued as a result of this application. Applicant further understands and agrees that the City in its sole and absolute discretion may approve, deny or set any limitations on any encroachment permit which may be issued, or may at any time alter or amend, modify, rescind or revoke any permit for the use of the City's property by the Applicant, all without recourse or remedy by the Applicant, or liability of the City.

In addition to the insurance requirements, a scaled drawing, site plan or map indicating the location of the proposed encroachment must also be attached to the application.

By granting permission to use or occupy the City's property for the stated purpose, the City is only granting Permittee a mere license. Permittee shall waive, release and relinquish any and all claim of right, title or interest in the City's property or ROW. In the event that the property's use is changed or the property is sold, transferred or otherwise conveyed by the Applicant or Owner, the encroachment permit shall expire. In the event that the Applicant fails to comply with any of the conditions or agreements set forth above or in the City's Encroachment Policy, or fails to maintain the encroachment in good condition and repair, in compliance with all applicable state law and City ordinances, including building codes and regulations, then this encroachment permit shall automatically expire and Applicant shall immediately remove the encroachment.

The undersigned states that he/she has full authority to execute this application on behalf of the owner and acknowledges receipt of a copy of the City's Encroachment Policy and agrees to comply with all terms and conditions set forth therein.

Applicant Name (Print)

Date

Applicant Signature

Return completed applications to the Bay City Construction Engineering Services Department by mail at 301 Washington Avenue, Bay City MI 48708; in person at City of Bay City, City Hall, room 409 at 301 Washington Avenue, Bay City MI 48708; or by email at ConstructionServices@baycitymi.org. For emailed applications, please submit the required check by mail.