

**Application for
Limited Access License
City of Seattle
Department of Finance and Administrative Services (FAS)
P. O. Box 94689
Seattle, Washington 98104**

1. Applicant Information

Name		
Street		
City, State, Zip		
Phone, Cell	Phone	Cell
Email		

2. Location of Proposed Activity

Property Name /PMA #	
Address	
Parcel Numbers/s	
Legal Description	Exhibit A
Map location and site plan	Exhibit B

3. Proposed Activity

Complete Description

Purpose of License	

4. Proposed Period

Start Date	
Finish Date	
Continuous Use?	Yes/ No
Intermittent Use?	Yes/ No

5. Submittals

Legal Description	Exhibit A
Map location and site plan	Exhibit B
Proof Of Insurance	Exhibit C
Corporate Documents	If corporation, provide documents regarding signature authority
License review deposit	Please inquire with FAS Real Estate services for estimated amount

6. Applicant Certification

I, the undersigned Applicant have read the attached standard terms and conditions, and understand that if FAS grants the application, FAS may require modified or additional terms depending on the proposed use of the City property. I further acknowledge that I have completed this application to the best of my knowledge.

Standard Licenses conditions accepted by:

Applicant Name

Signature

Date

Standard Terms and Conditions for Use\

- 1) **License Purposes:** The purpose of this License is limited to only the purposes specifically identified in License approval.
- 2) **License Restrictions:** If any work will be performed on City of Seattle property, Applicant shall obtain all other governmental Licenses and approvals required and provide FAS with copies prior to beginning any work License.
- 3) **License Area:** The area under this Limited Access License is legally described in Exhibit A, and generally shown in Exhibit B.
- 4) **License Period:** The Limited Access License shall be period shall be limited to term not more than one month with an extension up to six months, and may be limited to specific days within the period.
- 5) **License Cancellation:** Notwithstanding the license period, this license may be terminated by the City for any reason by written notice to the Applicant License.
- 6) **License Fee Deposit:** The License fee deposit is calculated by FAS to cover the Administrative costs associated with staff review.
- 7) **License Fee:** The License fee is calculated based upon a review of the market rates of the value of the property and the contribution the City receives in non-monetary compensation for the use of the property.
- 8) **Insurance / Liability:** Prior to the commencement of any activity under associated with this License application, Applicant must provide the City with satisfactory evidence of any required insurance coverage, which shall be attached to this License as Exhibit C (Proof of Insurance)
- 9) **Indemnification:** As a condition of the City's willingness to grant permission to access the Property, Applicant hereby agrees to indemnify, defend, and hold the City harmless from any and all losses, claims, actions, costs, damages and expenses (including reasonable attorney fees) arising out of or resulting from the Applicant's use of the City's Property or failure to comply with the terms of this License (including the obligations under Section 11), or any use or breach by Applicant's agents, contractors or employees License. If any suit based upon such losses, claims, actions, damages, or expenses is brought against the City, the Applicant, upon notice of the commencement thereof, shall defend the same at its sole cost and expense; and, if final judgment be the Applicant shall promptly satisfy the same, provided that in the event that the City and Applicant shall be held jointly liable, they shall pay said obligation in proportion to their respective degree of fault. If the City determines that one or more principles of governmental or public law are involved, the City retains the right to participate in such action at its sole election, however, this shall not relieve the Applicant of the obligation to defend. This obligation shall not include such claims, costs, damages or expense which may be caused by the sole negligence of the City, its authorized agents, contractors or employees.
- 10) **Notification / Emergency Contact:** Applicant agrees to notify FAS with changes in applicant's address and emergency contact information. Contact the Property Manager with the Facilities Operations Division, at 206 233 8737
- 11) **Hazardous Substances:** The Applicant shall not use or allow the use or storage of hazardous substances (including but not limited to fuels, greases and spent battery cells) on City property. In the event Applicant brings or uses hazardous substances on City property, Applicant shall, at no cost to the City, remove or dispose of all hazardous substances brought onto or used on City property. The Applicant shall be responsible for complying with all federal, state and local laws and regulations in regard to the handling and disposing of hazardous substances that the Applicant brings onto or uses on City property. In no instance shall the Applicant allow the release or disposal of hazardous substances on City property.
- 12) **Restoration:** At the termination or expiration of the issued Limited Access License, the Applicant shall at the election of the City and at Applicant's sole expense, remove all improvements and restore all City property disturbed or damaged as a result thereof to its prior condition unless otherwise approved by the City in writing.
- 13) **Best Management Practices**

The Applicant accepts responsibility for assuring contractors, agents, employees, volunteers, invitees, and guests adhere to all best management practices and take such action as is necessary to minimize erosion, water run-off and slide hazard within or adjacent to the License area.
- 14) **Protection of City Property**

The Applicant accepts responsibility for assuring that contractors, agents, employees, volunteers, invitees, and guests protect City property, including but not limited to trees, plantings, hard surfaces, and drainage facilities, from any damage due to activity authorized by the Limited Access License. If the Applicant's contractors, agents', employees' volunteers' invitees' or guest's activities result in damage to the City's property or improvement, the Applicant is responsible for payment to repair or replace at equal or better to the existing conditions.
- 15) **Public Safety**

The Applicant shall be responsible for assuring that contractors, agents, employees, volunteers, invitees, and guests, provide such security measures as deemed appropriate to protect public safety, including, but not limited to, vehicle or pedestrian barricades, fencing, flaggers or other traffic controls, as necessary. Applicant assumes full responsibility of for the sufficiency of said measures.
- 16) **Personal Safety; Release**

The City is making the Property available in an as-is condition. Placement and or temporary storage of personal property, equipment, vehicles, or materials of any kind on City Property during the term of the Limited Access License is at the Applicant's contractors', agents', employees', volunteers', invitees', and guests' sole risk. Licensee hereby releases City from any damage to Licensee's property and any bodily injury, including death, suffered by Licensee arising in any way from Licensee's use of the Property.