**Application for**

**Limited Access Permit**

**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 |  |
| Email |  |

1. **Location of Proposed Activity**

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

**3. Proposed Activity Complete Description**

|  |  |
| --- | --- |
| Purpose of Permit  Attach if needed |  |
| Site Access? |  |
| Vegetation Management |  |
| Parking on site |  |
| Physical improvements |  |

**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 | I corporation, provide documents regarding signature authority |
| Proof of fiscal ability | Provide proof of fiscal responsibility. |

**6. Applicant Certification**

I, the undersigned Applicant have read and accept the standard conditions included in this permit application. I certify that I or the company I represent has the financial ability required for the proposed permit purpose. I further acknowledge that I have completed this application to the best of my knowledge.

***Standard permits conditions accepted by:***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Name Signature Date

**Standard Permit Conditions**

1. **Permit Purposes:** The purpose of this permit is limited to only the purposes specifically identified in permit approval.
2. **Permit Restrictions:** FAS is to be given copies of all issued permits and approvals prior to any work on being performed on FAS jurisdictional property.
3. **Permit Area:** The area permitted under this Limited Access Permit is legally described in Exhibit A, and generally shown in Exhibit B.
4. **Permit Period:** The Limited Access Permitt 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. **Permit Cancellation:** With a 30 day notice to the Applicant, the permit may be terminated by the City for any reason.
6. **Permit Fee:** The permit 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. The permit fee deposit will be credited to Limited Access Permit Fee.
7. **Insurance / Liability :** Prior to the commencement of any activity under associated with this permit application, Applicant to have satisfactory evidence of coverage, which shall be attached to this Permit as Exhibit C (Proof of Insurance) certifying homeowner’s and personal automobile liability insurance with minimum limits of liability of $1,000,000 combined single limit each occurrence bodily injury and property damage. The minimum limits of liability may be evidenced by a primary homeowners and automobile liability policy or a primary homeowners, personal automobile liability policy and personal umbrella policy.
8. **Indemnification:** The 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 acts, errors or omissions of the Applicant, its agents, contractors or employees in connection with any acts or activities authorized by this permit. 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. In the event that 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. In the event that 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.

1. **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
2. **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.
3. **Restoration:** At the termination or expiration of the issued Limited Access Permit, 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 a standard which is acceptable to the City.
4. **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 permit area.

1. **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 Permit. 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.

1. **Public Safety**

The Applicant hall 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.

1. **Personal Safety**

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 Permit is at the Applicant’s contractors’, agents’, employees’, volunteers’, invitees’, and guests’ sole risk.