

## INDEMNIFICATION AGREEMENT FOR PROJECTING SIGN OVER THE PUBLIC RIGHT-OF-WAY

\_\_\_\_\_ (applicant)  
on behalf of \_\_\_\_\_ (business name)  
wishes to install a projecting sign over the public right-of-way at \_\_\_\_\_ (address),  
Troy, Ohio, 45373.

For the City agreeing to allow the placement of the projecting sign, the applicant agrees to provide liability insurance equivalent to that set forth in Section 717.13, Insurance, of the City of Troy Codified Ordinances, which is attached hereto and made a part of this Agreement.

The City of Troy must be in possession of a current Certificate of Insurance as required by the attached Ordinance Section as long as the sign is in place. The additional insured language set forth within Section 717.13 must be stated on the Certificate of Insurance without change.

Further, the above listed applicant, in conjunction with the approval for the placement of the projecting sign over the public right-of-way, agrees to indemnify, hold harmless and defend the City and its directors, officers, employees, volunteers and agents from and against any loss, damage, cost, expense, action, claim, demand or liability (including reasonable attorneys' fees) arising from the acts or omissions of the applicant regarding said projecting sign.

Further, the above listed applicant agrees to keep the insurance current while the sign is in place and to provide the City with a Certificate of Insurance prior to any expiration date.

Further, the above listed applicant agrees to provide any documentation required by the City and the applicant agrees to inspect (or have the sign inspected) the projected sign based on the manufacturer's recommendation and to maintain the sign in excellent and safe condition at all times.

\_\_\_\_\_  
Patrick E. J. Titterington  
Director of Public Service and Safety  
City of Troy, Ohio

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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**717.13 INSURANCE.**

Each business using public sidewalks for merchandise display and/or sales shall maintain insurance against claims arising out of the use of public sidewalks and annually furnish to the City of Troy an insurance certificate and other evidence of coverage as requested by the City. Annually, the evidence of coverage must be delivered to the City prior to any item being placed on public sidewalks. The insurance coverage shall meet all the following requirements:

(a) Liability Insurance. Commercial General Liability coverage at least as broad as insurance Services Office Form CG 00 01, on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of insurance no less than one million dollars (\$1,000,000) per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.

(b) The insurance company must have an AM BEST rating of no less than A:VII unless otherwise acceptable to the City. The business shall provide the City with proof of that rating.

(c) The insurance policy(ices) shall cover, or be endorsed to cover, the City of Troy, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof as Additional Insureds. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other coverage be primary, contributing or excess. The certificate of insurance shall evidence compliance with these specifications by including, the following wording only:

“On these coverages the following are listed as Additional-Insureds: The City of Troy, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board member, including employees and volunteers thereof. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other coverage be primary, contributing or excess.”

(d) Cancellation Notice. Each insurance policy required above shall provide that coverage shall not be canceled except with notice to the City of Troy delivered to: Director of Public Service and Safety, City Hall, 100 S. Market Street, Troy, Ohio, 45373. If the business receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives a notice that coverage no longer complies with the requirements herein, the business agrees to notify the City by fax, or email within five (5) business days with a copy of the non-renewal or cancellation notice, or by written explanation of how coverage is no longer in compliance. The business shall cease operations on public sidewalks on the occurrence of any such non-renewal, cancellation, or material change and shall not resume such operations until insurance is in force that complies with these requirements.

(e) Coverage Expiration. If any of the above coverage expire during the time frame covered by this chapter, the business owner shall deliver renewal certificates and/or policies to the City of Troy, Ohio, at least ten days prior to said expiration date.

(f) The City of Troy reserves the right to request facsimile or certified copies of all insurance policies, including endorsements, required by these specifications, at any time.

(g) The business owner/insurance company shall respond promptly to any and all complaints or claims arising from the use of the public sidewalks.

(h) The City of Troy reserves the right to modify these requirements, including limits, based on the nature of the risk, insurer, coverage or other special circumstances.

