

INDEMNIFICATION

The Applicant shall save and hold the City, its officers, employees, agents, and all private and governmental contractors and subcontractors with the City under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the City for location of property, lines or facilities on street right-of-way, (1) while the Applicant is performing its work, or (2) while any of any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the City property or right-of-way pursuant to this permit or any other permit issued by the City for location of property, lines or facilities on street right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to the City, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agent, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the City, its officers, employees, agents, contractors, subcontractors, frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the City for location of property, lines or facilities on street right-of-way in the past or present, or that are located on any street or City property or right-of-way with or without a permit issued by the City, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal property rights of any kind whatever. The applicant shall at its own expense investigate all such claims and demands, attend to their settlement or their disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims demands and actions.

Any transfer, whether voluntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the City's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the City is notified of such transfer in writing. Any acceptance by any other ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the City's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor with the City under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), remains subject to payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the City for location of property, lines or facilities on street right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the City, or its officers, employees and agents, fail to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), the City or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the City, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the City for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the city, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the city under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the street right-of-way pursuant to this permit or any other permit issued by the City for the location of property, lines or facilities on street right-of-way.