

**AGREEMENT FOR PUBLIC IMPROVEMENTS
IN AREA DESIGNATED AS _____**

THIS AGREEMENT WITNESSETH:

THAT, WHEREAS, the undersigned has applied for a permit from the City of Fullerton to do certain public improvements in said City in the particulars and upon the real property, described in said application; and

WHEREAS, no permit therefore may be issued unless said applicant agrees to do and complete all work commenced under the authority of such permit within the time specified therefore and in the manner required by law said permit and to furnish to said City a cash or surety bond to secure such performance.

NOW, THEREFORE, in consideration of the premises and the issuance of said permit by said City the undersigned hereby agrees:

1. That within _____ after the date of this Agreement, the undersigned will furnish, install, complete and pay for all of the public improvements specified or referred to in said permit and all of the fees, engineering costs and overhead expenses of said City in connection therewith, including any and all of:

☐ See Attachment.

2. That said City may cause to be completed any of said work commenced and not completed by said date, or any extension of time granted by the Director of Public Works, time being expressly made of the essence hereof, and the undersigned hereby agrees to pay to said City upon demand all of its costs thereof, including all payments to, and for the benefit of, any of its employees in connection with its completion of said work, plus ten percent (10%) of all of such costs for its overhead expenses therefor.

3. That any extension of time granted by the Director of Public Works of said City shall not constitute any waiver by said City of any of its other rights hereunder.

4. That the undersigned will pay to said City a sum equal to the reasonable value of any legal services rendered to it in any action upon this agreement in which a judgment is entered in favor of said City, and that any such sum may be fixed by the court in any such action added to any such judgment.

5. Undersigned agrees to defend, indemnify and hold harmless, the City, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the undersigned or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and undersigned shall pay for any and all damage to the property of the City, or loss or theft of such property, done or caused by such persons. The City assumes no responsibility whatsoever for any property placed within the public right-of-way. Undersigned further agrees to waive all rights of subrogation against the City. The provisions of this Section do not apply to any damage or loss caused solely by the negligence of the City or any of its agents or employees.

Executed at Fullerton, California, this _____ day of _____, 20____.

(Corporate, firm or fictitious name)

(A certified copy of the
Resolution of the Board of
Directors showing authority
to execute for a Corporation
must be attached.)

(Signature of Officer, Partner or Proprietor)

APPROVED AS TO FORM:

City Attorney

NOTE:
typed.

This document is to be signed and acknowledged before a Notary Public exactly as your names are