



LEE'S SUMMIT MISSOURI

CITY OF LEE'S SUMMIT STORM DRAIN STENCIL PROGRAM APPLICATION FORM

In accordance with the Guidelines established for the City of Lee's Summit Storm Drain Stenciling Program, _____ (hereinafter "Applicant") will mark the storm drains on _____ (street name) within Lee's Summit utilizing the Storm Drain Stenciling Kit provided by the City on _____ (date).

Notice to the City: Applicant shall notify the City of Lee's Summit ("City") Public Works Department at (816) 969-1800, no later than one week in advance of wanting to perform storm drain stenciling pursuant to this program. No work pursuant to this program shall occur without authorization from the City, upon such notice.

Rules and Guidelines: Applicant acknowledges that he or she has read the Guidelines for the Lee's Summit Storm Drain Stenciling Program, which are attached hereto and incorporated herein by reference, and fully understand and hereby accepts all obligations under these Guidelines. All work shall be performed according to the Guidelines for the Lee's Summit Storm Drain Stenciling Program.

Assumption of Risk: Applicant further acknowledges the he or she, and all Participants acting on behalf of the Applicant, are aware of and hereby **ASSUME ALL RISK** of performing any work in the right-of-way City right-of-way for the above mentioned street(s). This risk includes but is not limited to all hazards of working in the street right-of-way; regardless of safety precautions provided under this Application and the Guidelines for the Lee's Summit Storm Drain Stenciling Program.

Indemnification: Applicant agrees to protect, defend, indemnify, and hold the City of Lee's Summit, and its officers and employees, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to participation in the Storm Drain Stenciling Program, or the acts or omissions of the Applicant and Participants, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused solely by the negligence or willful misconduct of the City, or its officers and employees. Applicant shall have all Participants in efforts pursuant to the City's Storm Drain Stenciling Program sign the attached "Participant Indemnification and Hold Harmless Form" ("Participant Form") prior to Participants participation in the Storm Drain



Stenciling Program. Applicant shall keep Participant Forms, for a period of not less than five (5) years and shall make them available upon request of the City.

Safety Meeting: Applicant shall hold a safety meeting prior to work and advise all Participants of the rules and guidelines of the Lee’s Summit Storm Drain Stenciling Program, the potential hazards of working on the street right of way, and the obligations and assumption of risks under this Application and the Guidelines for the Lee’s Summit Storm Drain Stenciling Program.

Applicant Representative: _____
Signature Print Name

Street Mailing Address: _____
(please print)

City, State, Zip: _____

Phone: Home (____) _____ Work (____) _____

APPROVED BY THE PUBLIC WORKS DEPARTMENT

Date: _____ Environmental Specialist: _____





LEE'S SUMMIT MISSOURI

CITY OF LEE'S SUMMIT STORM DRAIN STENCILING PROGRAM PARTICIPANT INDEMNIFICATION AND HOLD HARMLEES FORM

APPLICANT: _____

Participant acknowledges the he or she is aware of and hereby **ASSUMES ALL RISK** of performing any work in the City right-of-way pursuant to the Storm Drain Stenciling Program. This risk includes but is not limited to all hazards of working in the street right-of-way; regardless of safety precautions provided under this the Guidelines for the Lee's Summit Storm Drain Stenciling Program.

Participant agrees to hold the City of Lee's Summit, and its officers and employees, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of participation in the Storm Drain Stenciling Program, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused solely by the negligence or willful misconduct of the City, or its officers and employees.

Participant agrees to protect, defend, and indemnify the City of Lee's Summit, and its officers and employees, from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or the acts or omissions of Participant in the Storm Drain Stenciling Program, unless such injury, death or damage is caused solely by the negligence or willful misconduct of the City, or its officers and employees.

Participant: _____
Signature _____ Print Name _____

Street Mailing Address: _____
(please print)

City, State, Zip: _____

Phone: Home (____) _____ Work (____) _____



Participant: _____
Signature _____ Print Name _____
Street Mailing Address: _____
(please print)
City, State, Zip: _____
Phone: Home (____) _____ Work (____) _____

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Signature _____ Print Name _____
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