



**CITY OF EAST GRAND RAPIDS  
APPLICATION FOR ENCROACHMENT WITHIN THE SIDEWALK AREA OF THE PUBLIC RIGHT OF WAY**

<b>Property Owner:</b> (Please Print)	Represented by:
Street Address:	Phone No.:
City, State, Zip	
<b>Applicant Name</b> (If different from property owner):	Phone No.:
Street Address:	Cell Phone:
City, State, Zip	

The above named applicant hereby makes application for an encroachment permit to construct, use and/or maintain a

\_\_\_\_\_ (Attach a detailed drawing/sketch.)

to be located at \_\_\_\_\_ (Location of encroachment.)

for the purpose of \_\_\_\_\_

from (date) \_\_\_\_\_ until (date) \_\_\_\_\_

THE OWNER/APPLICANT ACKNOWLEDGES HE/SHE HAS READ THE CONDITIONS, RECEIVED A COPY OF THE COMPLETED APPLICATION AND AGREES TO ABIDE BY SAME.

\_\_\_\_\_  
(Property Owner's Signature)

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Approved for the City of East Grand Rapids by:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Permit No.

**SPECIAL CONDITIONS:**

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

## **STANDARD CONDITIONS:**

The permittee shall:

1. Take, provide and maintain all necessary precautions to prevent injury or damage to persons or property from operations allowed by this permit.
2. Indemnify, save and hold harmless the City, its officers, employees and agents, and defend and reimburse them against all claims, suits, causes of action, judgments, and all expenses and attorney fees pertaining thereto, for injuries or death to persons and damages to property attributable to the construction, installation, maintenance, operation, use or existence of encroachment covered by this permit. Permittee must maintain and furnish proof of liability insurance coverage for the term of this permit. Said liability insurance shall be at a minimal amount of \$300,000. The City of East Grand rapids shall be named as additional insured, named as certificate holder, and be notified in writing, a minimum of 30 days, prior to cancellation of the insurance policy. The policy and terms must be pre-approved by the City of East Grand Rapids.
3. This permit is revocable at any time at the sole discretion of the City and the City has the right to remove, at any time, for any reason, the encroachment. Upon request of the City, permittee must immediately remove, cease operations and surrender this permit and/or alter or relocate, at applicant's own expense, the fixture for which this permit is granted. Upon failure to do so, the City of East Grand Rapids shall take such necessary action and the applicant shall be responsible to reimburse the City of East Grand Rapids for the costs it incurs to perform same. If such costs are not promptly paid, all costs incurred by the City shall constitute a lien upon the real property taxes pursuant to State law and Chapter 7 of the Code of the City of East Grand Rapids, and shall include accrued interest and penalties.
4. The holder of the permit is required to properly maintain the immediate area surrounding the encroachment by keeping the area clean and litter free.
5. This permit is not transferable.
6. The City shall have the right to designate which portion of the sidewalk area is to be used by the applicant and also to designate which portion or portions of the sidewalk area shall remain open and unobstructed for pedestrian use.