



take center stage

**CITY OF INDIO  
INDEMNIFICATION AGREEMENT**

**INDEMNIFICATION AGREEMENT RE:** \_\_\_\_\_ To the fullest extent permitted by law \_\_\_\_\_ (the “Applicant”), with respect to the above-referenced entitlement application (the “Application”), shall indemnify, defend and hold harmless, the City of Indio, California or any agency or instrumentality thereof, and/or any of its officers, employees, volunteers, attorneys and agents (in the aggregate the “City”) from any and all liability, demand, claim, action, or proceeding, whether actual or threatened, including by way of example but not exclusion proceedings of an administrative or regulatory nature and such proceedings as may be associated with alternative dispute resolution (an “Indemnified Claim”) brought by third parties against the City, or any advisory agency, appeal board or legislative body, including action approved by the voters of the City (in the aggregate, the “Indemnitees”), arising or alleged to arise, in whole or in part, as a result of or related to the Application and/or alleged action or inaction by City and/or Indemnitees thereon. In any defense of City and/or Indemnitees against an Indemnified Claim, City shall have the absolute right to unilaterally select its own legal counsel and any experts or consultants deemed necessary by City in an exercise of City’s sole discretion.

City shall promptly render notice to Applicant of the existence of an Indemnified Claim (a “Notice”) and Applicant shall defend City and/or Indemnitees thereon at its expense. In any Notice, City shall estimate the cost of its defense and/or the cost of Indemnitees’ defense (the “Estimated Cost”). The Estimated Cost shall include but not be limited to actual attorney fees to be incurred by City and/or Indemnitees, court costs, expert witness and/or consultant fees, and all other costs that may arise out of, or be incurred by City and/or Indemnitees in the defense of an Indemnified Claim. Upon such Notice, Applicant shall promptly deposit funds equal to the Estimated Cost (the “Initial Deposit”) with the City. Notwithstanding the magnitude of Estimated Cost and the Initial Deposit, City may require and Applicant shall promptly make additional deposits with the City to cover anticipated and/or unanticipated costs or fees with respect to its defense and/or the defense of Indemnitees (“Additional Deposits”).

City shall refund, without interest, any unused portions of the Initial Deposit and/or Additional Deposits once litigation is concluded or a dispute is resolved regarding an Indemnified Claim.

In the event that Applicant fails or refuses to make the Initial Deposit and/or Additional Deposits, Applicant shall be liable to City in the amount of the failed or refused deposit in the same manner as per a contract with City. Furthermore, City and/or Indemnitees may seek and collect its/their costs and attorney's fees in any dispute and/or litigation necessary to enforce this indemnification agreement.

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Date

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Signature

PRINT NAME:

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Applicant's Duly Authorized Represent