



**A. GENERAL**

As a condition of this Permit, Operator agrees to defend, indemnify, and hold harmless the City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from any claim or litigation of every kind or nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of, in connection with, or which are in any way related to, the City's issuance of or decision to approve the Permit, the process used by the City in making decisions, the Operator's (including its officers, managers, employees, Operators, agents, and volunteers) business conduct and operations, any violation of any laws by the Operator (including its officers, managers, employees, Operators, agents, and volunteers) or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or misplacement, including but not limited to placement or misplacement resulting in alleged violations of the Americans with Disabilities Act (ADA), of Operator's device, property or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Operator will conduct all defenses pursuant to this Agreement at Operator's sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as proposed by Operator. This Agreement shall apply to all claims and liability regardless of whether any insurance of Operator, its affiliates or other parties are applicable thereto. The policy limits of any insurance of Operator, its affiliates or other parties are not a limitation upon the obligation of Operator, including without limitation, the amount of indemnification to be provided by Operator. The provisions of this Agreement shall survive the termination of the Permit.

**B. CALIFORNIA PUBLIC RECORDS ACT**

Operator acknowledges that any information submitted in applying for the Permit is a public record subject to disclosure under the California Public Records Act (CPRA) unless the City determines that a specific exemption applies. The City may protect information that Operator has clearly marked confidential or proprietary and treat it with confidentiality to the extent permitted by law. However, it shall be Operator's responsibility to provide the specific legal grounds justifying withholding of the requested information. General references to sections of the CPRA shall not suffice; the Operator must provide a specific and detailed legal basis, including applicable case law, that clearly establishes that the requested information is exempt from disclosure.

If the Operator does not provide a specific and detailed legal basis for withholding Operator's confidential or proprietary information, City will release the information as required by the CPRA. City shall not have any obligation to notify the Operator or obtain the Operator's approval or consent before releasing information subject to disclosure under the CPRA. Operator shall hold harmless the City, its elected officials, officers, and employees for the release of such information.



City of San Diego  
Development Services

# Shared Mobility Device Indemnification Agreement

**FORM**  
**DS-803**

JUNE 2021

Furthermore, the Operator shall defend, at its expense, and indemnify and hold harmless the City, its elected officials, officers, and employees from and against any action, claim or liability arising or resulting from the City's refusal to release information withheld at Operator's request. Operator's obligations herein include, but are not limited to, all reasonable attorney's fees, reasonable costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings.

I have reviewed, understand, and agree to comply with the above indemnification requirements:

Title	
Printed Name	
Authorized Signature	Date