



# SAN DIEGO FIRE-RESCUE

## COMMUNITY RISK REDUCTION DIVISION

### TENT AND MEMBRANE STRUCTURE STRUCTURAL STABILITY ACKNOWLEDGEMENT AND INDEMNIFICATION

The purpose of this Structural Stability Acknowledgement and Indemnification is for the tent/membrane structure company and its authorized agents to affirm that when the permitted structure(s) is installed, the structure(s) will meet the installation and structural integrity/stability requirements as declared below.

**DECLARATION:** the tent/membrane structure company must complete the below section and sign/date where indicated.

(Insert tent/membrane structure company's name) \_\_\_\_\_ is applying for a San Diego Fire Department Special Event Permit pursuant to California Fire Code sections 105.5 and 105.6.

(Insert tent/membrane structure company's name) \_\_\_\_\_ acknowledges that tent(s)/membrane structure(s) and their appurtenances shall be designed and installed to withstand the elements of weather and prevent collapsing; and, Structural Stability Acknowledgement and Indemnifications are not transferrable from application to application or from permit to permit.

(Insert tent/membrane structure company's name) \_\_\_\_\_ accepts full responsibility for structural integrity/stability of the tent(s)/membrane structure(s) and that the structure(s) will be installed and anchored according to the manufacturer's specifications, industry standards, and adopted codes.

(Insert tent/membrane structure company's name ) \_\_\_\_\_ acknowledges and agrees that the City and other City Parties are not liable for any injury to property or persons (including economic loss or opportunity) arising out of, related to, or incident to any alleged acts, omissions, negligence, or willful misconduct of the signed company or any other operating party arising out of, in connection with, or in any way related to the tent(s)/membrane structure(s) installation and structural integrity/stability. To the fullest extent permitted by law, signed company agrees to defend, indemnify, and hold harmless the City and each other City Party from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, liabilities, 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 litigation of every 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: (i) the City's issuance of or decision to approve the request for permit to install the tent(s)/membrane structure(s), (ii) the process used by the City in making decisions concerning the tent(s)/membrane structures(s) permit review and respective inspections, (iii) any business conduct or operation of the signed company, or (iv) any violation of any law or regulation by the signed company.

<b>Tent/Membrane Structure Rental/Installation Company Name:</b>		Telephone:	
Mailing Address:		City:	State: Zip:
Authorized Agent Name:	Title:	Signature:	Date:
<b>Event Host Company Name:</b>		Telephone:	
Address/Location of Tent/Membrane Structure installation:		City:	State: Zip:

