



City of Shoreline
Planning & Community Development
 17500 Midvale Avenue North Shoreline, WA 98133-4905
 Phone: (206) 801-2500 Fax: (206) 801-2788
 Email: pcd@shorelinewa.gov Web: www.shorelinewa.gov

Guarantee Tracking No. _____
 (For Internal Use)

MAINTENANCE/DEFECT/MONITORING AGREEMENT FORM

Complete all applicable fields:

<input type="checkbox"/> Landscaping	\$ _____	<input type="checkbox"/> Right-of-Way	\$ _____
<input type="checkbox"/> Clearing, Grading, Restoration	\$ _____	<input type="checkbox"/> Other	\$ _____
<input type="checkbox"/> Utility, Storm Drainage	\$ _____	<input type="checkbox"/> Subdivision	\$ _____
			TOTAL \$ _____

Bond/Bank Account No. _____	Project No. _____
Site Address _____	
Applicant Name _____	
Applicant Address _____	

This AGREEMENT is entered into between the City of Shoreline, hereinafter "CITY", and the above named applicant, hereinafter "APPLICANT".

WHEREAS the undersigned APPLICANT has constructed improvements as required under a permit;
 WHEREAS the CITY has reviewed this application, in accordance with the Shoreline Municipal Code and other applicable regulations, and has attached appropriate permit conditions which require a financial guarantee from _____ (*insert start date*) to _____ (*insert anticipated end date*) to assure the maintenance and/or defect guarantee warranting the successful operation of such improvements, provided, however, that the financial guarantee will only be released on the end date if all terms of the AGREEMENT have been completed to the satisfaction of the Planning & Community Development Director or his/her designee; and
 WHEREAS the APPLICANT has read and agrees to comply with the permit conditions;
 NOW, THEREFORE, the APPLICANT hereby agrees and binds itself and its legal representatives, successors, and assigns as follows:

General Terms of the AGREEMENT

1. The APPLICANT shall complete all maintenance within the timeframe specified and in full compliance with the permit, and shall notify the CITY once timeframe for maintenance/defect/monitoring has expired.
2. The APPLICANT shall fulfill all other requirements of the Shoreline Municipal Code and adopted ordinances in connections with the permit improvements even if these requirements are not specifically set forth in this AGREEMENT.
3. The APPLICANT hereby grants the CITY the right to enter and inspect the project site and, in the event of any failure to comply with terms of this AGREEMENT, to implement such corrective measures as the CITY deems appropriate.
4. The APPLICANT shall reimburse the CITY for all actual direct and indirect costs necessitated by this AGREEMENT, including but not limited to plan review and inspection fees per the Shoreline Municipal Code, and corrective or abatement action.
5. In the event of any failure of the improvements to satisfactorily operate or in the event of a defect in design, workmanship or materials during the term of this AGREEMENT the APPLICANT or guarantor shall promptly and adequately repair and/or correct the failure or defect.

6. In the event the CITY determines that repairs must be performed immediately to prevent risk to person(s) and property, the CITY may make necessary repairs and the costs of those repairs shall be paid by the APPLICANT upon demand.
7. The CITY will perform maintenance inspections up to four times a year.
8. A financial guarantee in the amount and in a form approved by the CITY shall be furnished to the CITY and shall remain in force and effect until written release by the CITY. The obligation to perform work and pay fees or other amounts is not limited to the amount of the associated financial guarantee.
9. The APPLICANT shall defend, indemnify and hold the CITY and its officers, agents, employees and/or volunteers harmless from all costs, claims, or liabilities of any nature including attorney's fees, costs and expenses resulting from the acts, errors or omissions of APPLICANT, its agents or employees in the performance of this AGREEMENT. Provided, however, that if such claims caused by or result from concurrent negligence of the APPLICANT, its agents or employees, and the CITY, its offices, agents, employees and/or volunteers, then the APPLICANT shall be liable only to the extent of the APPLICANT's negligence, and provided further that the APPLICANT shall not be liable for injuries and damages caused by the sole negligence of the CITY.

Release Requirements

This AGREEMENT and the associated financial guarantee shall remain in full force and effect and shall not be released until all terms of this AGREEMENT have been completed to the satisfaction of the Planning & Community Development Director or his/her designee. The APPLICANT shall notify Planning & Community Development in writing when all terms of the AGREEMENT are complete to request a final inspection and a final release from the terms of this AGREEMENT.

IN WITNESS THEREOF, the party or parties hereto have executed this AGREEMENT as of date below.

APPLICANT

By: _____
 Title: _____
 Date: _____

APPLICANT

By: _____
 Title: _____
 Date: _____

_____ State of Washington, County of _____

I certify that I know or have seen satisfactory evidence that _____ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purpose mentioned in the instrument.

(Notary Seal or Stamp for Principal)

Dated: _____
 Notary Signature: _____
 Notary Printed Name: _____
 Title: _____
 Notary appointment expires: _____

_____ City Recipient: _____ Date: _____