PUBLIC PROPERTY PERMISSION AND MUTUAL INDEMNITY AGREEMENT

- _____ ("AGENCY") hereby expressly grants permission to SOLV, its supporters, employees, volunteers, representatives, or agents, to enter upon _____ (JURISDICTION) -owned property known as _____ _____ (NAME) located at _____ _____ for the dates beginning _____, and ending _____, from sunrise to sunset. This permission is granted for the sole purpose of allowing SOLV volunteers to perform the following activities: collecting litter, transporting debris, removing noxious weeds and invasive plant life, planting vegetation, cleanup, beautification and enhancement project activities, as directed by_____ (MANAGING DEPARTMENT), on such property (the "project activities").

- AGENCY agrees that this permission is granted on a completely voluntary basis. AGENCY has neither received nor expects to receive any form of compensation for this permission to perform cleanup project activities upon the public property.

- AGENCY agrees to defend, indemnify and hold SOLV harmless from any and all claims, losses, liability, damages, or expenses (including reasonable attorney fees and litigation expenses) arising out of the project activities described in paragraph 1 above to the extent such claim or damage is caused by the act, omission, negligence, or misconduct of the AGENCY, its agents, employees, volunteers, or representatives, except for (but only to the extent of) liability directly caused by SOLV, its agents, employees, volunteers, or representatives.

- SOLV agrees to defend, indemnify and hold AGENCY harmless from any and all claims, losses, liability, damages, or expenses (including reasonable attorney fees and litigation expenses) arising out of the project activities described in paragraph 1 above to the extent such claim or damage is caused by the act, omission, negligence, or misconduct of SOLV, its agents, employees, volunteers, or representatives, except for (but only to the extent of) liability directly caused by AGENCY, its agents, employees, volunteers, or representatives.

Dated this ____day of _____, _____

For AGENCY:

By:_____

Its: _____

For SOLV:

By:_____

Its: _____

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