



# THE TOWN OF WOODWAY

23920 113th Place W. · Woodway · WA 98020  
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www.townofwoodway.com

Permit Number:
Date Received:

## REAL ESTATE OPEN HOUSE SIGNS SPECIAL RIGHTS-OF-WAY USE PERMIT APPLICATION Expiration Date: December 31, 2010

*(Note: This is an APPLICATION ONLY and not an open house sign permit)*

Broker/Agent Name:
Company/Office Name:
Mailing Address:
City/State/ZIP:
Phone Number:
Email Address:

Upon submittal of this application and payment of the annual fee of as stated in the Town of Woodway fee schedule, the applicant will be mailed, to the above address, a permit to place real estate open house signs in the Town of Woodway's Rights-of-Way (ROW). All conditions of WMC Title 14.42.010 must be adhered to. The permit is valid for one calendar year beginning January 1 and ending December 31. This permit is issued to the person listed above. If this permit will be for more than one person, please provide a list of all names and phone numbers of the agents in your office you wish to be covered by this permit. If additional space is needed please note this in the space provided and attach a separate piece of paper.

THE INFORMATION GIVEN IS SAID TO BE TRUE UNDER THE PENALTY OF PERJURY BY THE LAWS OF THE STATE OF WASHINGTON. I UNDERSTAND MY RIGHTS, RESPONSIBILITIES AND LIMITATIONS PERTAINING TO THE PLACEMENT OF SIGNS IN THE RIGHT-OF-WAY. I HAVE RECEIVED A COPY OF WMC CHAPTER 14.42.

\_\_\_\_\_  
Signature of Broker/Agent/Owner

\_\_\_\_\_  
Date

### General Permit Conditions

1. The permittee shall indemnify, defend, and hold harmless the Town, its officers, agents and employees, from and against any and all claims, losses or liability including but not limited to lost, damaged or destroyed signs, enforcement actions, attorney's fees, personal injury or property damage associated with any actions related to the use of this permit. With respect to this permit and as to claims against the Town, its officers agents, and employees, the permittee expressly waives its immunity under Title 51 of the RCW, the Industrial Insurance Act, for injuries to any employees the permittee may have, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extend to any claim brought by or on behalf of any employee of the permittee. This waiver has been mutually negotiated by the parties as part of the permitting process and is given, as is the indemnification agreement contained within this paragraph, as consideration for issuance of a special use sign permit (for open house signs in the right-of-way) by the Town. This paragraph shall not apply to any damage or injury resulting from the sole negligence of the Town, its agents, or employees. To the extent any of the damages or injuries referenced by this paragraph were caused by or resulted from the concurrent negligence of the Town, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the permittee, its officers, agents, or employees, if any.
2. The Town has the right to inspect any sign located in the right-of-way without prior notice to the owner.
3. The holder of this permit is subject to the enforcement penalties associated with violations of this permit under WMC 14.42.100.
4. Brokers allowing Real Estate agents to use this permit are subject to enforcement penalties associated with this permit, regardless of whether the broker physically placed the sign in violation of the sign code or this permit.