

Lower San Joaquin Levee District
11704 West Henry Miller Avenue, Dos Palos, CA 93620
Telephone: (559) 400-2077 Email: LSJLD@elite.net

RIGHT OF ENTRY AGREEMENT

1. Applicant: _____
2. Address: _____
3. Responsible Party: Name _____ Phone _____
4. Applicant hereby requests approval to enter the following District Property/Facilities: _____

5. For the purpose of: (describe in detail) _____

6. Attached plans and specifications: Yes _____ No _____ Other: _____
7. Anticipated initial date of entry: _____
8. Activities schedule: (estimated start and completion dates) _____
9. Contact information for persons assigned to perform work: _____

10. Emergency contact person: Name _____ Phone _____
11. Plan review and inspection fees required: Yes _____ No _____ Cost: _____
12. Right of Way Survey required: Yes _____ No _____ Cost: _____
13. Deposit amount: _____ Total of fees: _____
14. To the fullest extent permitted by law, Applicant agrees to be responsible for any and all injuries, damages, and claims to persons or property arising out of its entry/use of District property/facilities, except for any such claims arising out of the gross negligence or willful misconduct of the District or its directors, officers, employees, agents, or authorized volunteers. Applicant agrees to defend, hold harmless, and indemnify the District, its directors, officers, employees, or authorized volunteers against any and all such injuries, damages, and claims.
15. Non-Federal/State Applicants will provide and maintain Commercial Automobile insurance, General Liability insurance, and Worker's Compensation coverage, all to the satisfaction of the District. Copies of the certificates will be provided to the District Representative as proof of coverage.
16. Advanced notice of commencement of work/entry will be given by the Applicant to the District.

17. Applicant will comply with all safety and labor orders that apply.
18. The applicant will contact the District when ready for inspections and give notice of the final inspection prior to the completion of work.
19. At the expiration or termination of this Agreement, Applicant shall remove all tools, equipment, and other personal property from the Property/Facilities at its sole cost and shall restore the Property/Facilities to a condition deemed to be safe by the District Representative, in his sole and absolute discretion. The foregoing obligations shall survive the expiration or earlier termination of this Agreement.
20. The District does not hereby convey to Applicant any right, title, or interest in or to the Property/Facilities but merely grants the specific rights and privileges herein set forth.
21. If any term, condition, or covenant of this Agreement, or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, condition, or covenant to persons or circumstances other than those as to whom which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Applicant agrees to be bound by the terms of this Agreement.

Applicant/Representative Name: _____

Applicant/Representative Signature: _____

Date: _____

----- **FOR DISTRICT USE ONLY** -----

Received by: _____

Title: _____

Representative Signature: _____

Date: _____