

**INDEMNIFICATION AGREEMENT**

**APPLICANT SUBMITTED AN APPLICATION TO THE CITY OF SAN FERNANDO COMMUNITY DEVELOPMENT DEPARTMENT ON THE FOLLOWING DATE, FOR THE FOLLOWING APPROVAL(S):**

DATE	APPROVAL(S)
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As part of, and in connection, with this application, Applicant agrees to defend, indemnify, release and hold harmless the City of San Fernando ("City"), its agents, officers, attorneys, employees, boards, commissions, advisory agencies, consultants and contractors (collectively "Indemnitees"), from and against any claim, action or proceeding (collectively "proceeding") brought against Indemnitees to challenge, attack, set aside, void or annul the approval of this application and/or any action taken by Indemnitees to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("CEQA"). This indemnification shall include, without limitation, damages, fees and/or costs awarded against or incurred by Indemnitees, if any, and costs of suit, claim or litigation, including, without limitation, attorney fees, expert witness fees and other costs, liabilities and expenses incurred in connection with the proceeding, whether incurred by Applicant, Indemnitees, and/or parties initiating or involved in such proceedings.

Applicant agrees to indemnify Indemnitees for all of the Indemnitee's costs, fees and damages incurred in enforcing the indemnification provisions of this Agreement.

Applicant agrees to defend, indemnify and hold harmless Indemnitees from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report, negative declaration, specific plan, or general plan amendment) if made necessary by the proceeding and if Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

In the event that Applicant is required to defend Indemnitees in connection with the proceeding, Indemnitees shall have an retain the right to approve (a) the counsel to so defend Indemnitees; (b) all significant decisions concerning the manner in which the defense is conducted; and (c) any and all settlements, which approval shall not be unreasonably withheld. Indemnitees shall also have and retain the right to not participate in the defense, except that Indemnitees agree to reasonably cooperate with Applicant in the defense of the proceeding. If Indemnitees choose to have counsel of its own defend any proceeding where Applicant has already retained counsel to defend Indemnitees in such matters, the fees and expenses of the additional counsel selected by Indemnitees shall be paid by the Indemnitees. Notwithstanding the immediately preceding sentence, if the City Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant.

Applicant's defense and indemnification of the indemnitees set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

If, for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

**AFTER REVIEW AND CONSIDERATION FO ALL OF THE FOREGOING TERMS AND CONDITIONS, APPLICANT, BY ITS SIGNATURE BELOW, HEREBY AGREES TO BE BOUND BY AND TO FULLY AND TIMELY COMPLY WITH ALL OF THE FOREGOING TERMS AND CONDITIONS.**

APPLICANT NAME (PRINT)	APPLICANT SIGNATURE	DATE
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CITY PLANNING FILE NO.