

ENCROACHMENT LICENSE AGREEMENT

This **ENCROACHMENT LICENSE AGREEMENT** (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between the **CITY OF HARRISONBURG**, a municipal corporation of the Commonwealth of Virginia (“City”), and T&T, L.L.C., a Virginia limited liability company (“NAME”), whose address is 135 South Main Street, Harrisonburg, Virginia 22801.

WITNESSETH:

1. Encroachment Area. City hereby grants permission to T&T, L.L.C. to encroach into the City-owned parking lot adjacent to 135 South Main Street for the purposes of installing two canopies of a substantially similar design and at a substantially similar location as shown on Exhibit A, attached.
2. Liability Insurance. T&T, L.L.C. shall acquire and maintain in effect a commercial general liability insurance policy which serves to insure the City and its officers, employees and agents against liability resulting from the erection, existence, maintenance, inspection and removal of the canopies. Such certificate of insurance must be filed with the City Clerk prior to the issuance of any required building permits for the canopies.
3. Indemnification. T&T, L.L.C., its owner, officers, agents, assigns, and successors in interest of the canopies erected over public property hereby indemnify and hold harmless the City of Harrisonburg and its officers, agents, and employees from any and all claims, legal actions, and judgments advanced against the City and for any expense the City may incur in this regard, arising out of the encroachment permitted.
4. Discontinuance. T&T, L.L.C. understands that this Agreement is made pursuant to Section 15.2-2010 of the Code of Virginia, which allows City Council to discontinue this license at any time for good cause and at the expense of the then owner of the encroaching projection.

[SIGNATURE PAGE FOLLOWS]

CITY OF HARRISONBURG

By: _____
Eric D. Campbell, City Manager

T&T, L.L.C.

By: _____

Title: _____