

Application Reimbursement Agreement

I (we) acknowledge and agree that the application deposit paid herewith may not be adequate to fully reimburse the City of Jackson ("City") for costs incurred in connection with processing the permit/entitlement described below ("Project"). I (we), the Applicant(s)/Property Owner(s) acknowledge that the City will invoice for additional costs incurred in connection with the processing of the Project. The deposit collected will be applied to the final invoice associated with processing the Project. Any outstanding invoices are considered to be the responsibility of the Applicant(s) and Property Owner(s). Furthermore, I (we) acknowledge that the City contracts with third parties, including, but not limited to, City Planner, City Engineer, and City Attorney, to process the Project. In doing so, the Applicant(s)/Property Owner(s) will be responsible for costs incurred by the third party contractor. Signing below is acknowledgement of the above, including responsibility to pay all costs incurred with processing the application described below. The prevailing party in any litigation regarding a breach of this agreement may recover its attorneys' fees and costs.

In addition, the Applicant(s)/Property Owner(s) acknowledge and understand that this agreement does not guarantee approval of their Project. The City retains full and complete discretion to process, approve, modify or deny the Project as provided by applicable law. Moreover, if City approves the Project, the Applicant(s)/Property Owner(s) shall indemnify, defend and hold harmless, the City, its officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney fees, costs and expenses of whatsoever kind or nature, at any time arising, in connection with any legal challenges or appeals associated with such approval. The Applicant(s)/Property Owner(s)' liability for indemnity under this agreement shall apply regardless of fault, to any acts or omissions, or negligent conduct, whether active or passive, on the part of City, its officers, employees, agents or assigns. The Applicant(s)/Property Owner(s) shall, at its expense and using counsel approved by City, defend any action, suit or proceeding arising hereunder and shall reimburse and pay City for loss, cost, damage or expense (including the cost of its attorneys) suffered by City hereunder.

Project Name: _____

Application Type/Number: _____

Fee Type and Deposit Amount Paid: _____

Applicant(s)/Property Owner(s) Billing Address: _____

Applicant/Property Owner Signature

Date

Applicant/Property Owner Signature

Date