



**PLEASE READ & CHECK THE BOX AGREEING WITH THE FOLLOWING:**

**Note: This request form will be forwarded to the appropriate individual(s) for review and disposition. You will be contacted regarding the final disposition.**

Applicants are responsible for Street - Sidewalk Closure Barricades, Traffic Control Flag Personnel, Informational Signs, Etc. to prevent hazardous conditions.

**A penalty under this article, upon conviction for violation, (including failure to remove an encroachment as aforesaid), shall be sentencing the violator to pay not less than \$100 nor more than \$600 for each day the violation continues, and costs, and, upon refusal to pay the same, to be imprisoned for not more than 30 days. Code Sec. 235-38**

**Waiver of Claims and Indemnification Agreement**

As consideration for the permission granted me to utilize the Borough owned facilities identified above, I fully and forever release and forever discharge the Borough, any Borough-related group or entity, and their respective elected officials, members, officers, and employees, insurers, attorneys, and all persons acting by, through, under or in concert with them or any of them (hereinafter individually and collectively referred to as "Released Parties"), from any and all liability or claims of any nature whatsoever, known or unknown, suspected, fixed or contingent, including, without limitation, liability from the negligence of the Released Parties, that I may have in the future, in connection with, or resulting from, my use of such facilities or on any property owned, leased, controlled or operated by any of the Released Parties.

Furthermore, I agree to defend and indemnify the Released Entities from and against all claims, losses, costs, and damages whatsoever, including but not limited to attorneys' fees and costs, arising out of or attributed to, in whole or in part, the use of the facilities/property identified above. I agree to indemnify the Borough against such claims, whether based upon contract, tort, or any other legal theory, or any applicable state or federal statute. This indemnification agreement is binding upon me to the fullest extent permitted by law, regardless of whether any of the Released Entities indemnified hereunder are responsible in whole or in part for the claims, damages, losses, or expenses for which the Agency is obligated to provide indemnification and defense.

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**Signature**

**Print Name**

**Date**

**SUBMIT TO:**  
Borough of Middletown  
Attn: Borough Secretary  
60 W. Emaus Street  
Middletown, PA 17057

\_\_\_\_\_ OFFICIAL USE ONLY \_\_\_\_\_

**Confirmed**

**Denied**

Date Received Application: \_\_\_\_\_

Date Applicant Informed: \_\_\_\_\_

Streets closed or restricted for construction, maintenance, or special events are dispositioned by Borough Council: *Code Sec. 252-5*

\_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED

DECISION DATE: \_\_\_\_\_

Placement of dumpster or other similar item on Snow Emergency route from December 1st through March 31st are dispositioned by Borough Council: *Code Sec. 252.34.1*

\_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED

DECISION DATE: \_\_\_\_\_

Encroachment requests onto public sidewalks and other public places/properties are dispositioned by the Borough. *Code Sec. 235-37 (This includes requests for placing dumpsters on the sidewalk or other Borough properties)*

\_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED

DECISION DATE: \_\_\_\_\_

NOTES: \_\_\_\_\_  
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