

MAINTENANCE AND DEFECT AGREEMENT (Two years) For public roads, public and private landscaping, drainage facilities, and other public improvements	APPLICANT Name and Mailing Address (please print clearly)
	Name: _____
	Address 1: _____
	Address 2: _____
Phone Number: _____	
Project No./Permit No. /	Project Name
Guarantee Amount \$	Site Location

This agreement is made and entered into this ____ day of _____, 20__, between the City of Renton, hereinafter called the CITY, and the above named applicant, hereinafter called APPLICANT.

Basis for AGREEMENT:

WHEREAS, the undersigned APPLICANT has constructed public roads, public and private landscaping, drainage facilities and/or other public improvements to be deeded to the CITY in connection with the above-referenced project; and

WHEREAS, the APPLICANT has agreed to secure the successful maintenance and operation of said improvements for the referenced project pursuant to RMC 4-6-030 and RMC 9-10-5.

NOW THEREFORE, the APPLICANT hereby agrees and binds itself and its legal representatives, successors, and assigns as follows:

Terms of the AGREEMENT:

1. The improvements constructed by the APPLICANT or his representative shall successfully operate and shall remain free of defects in design, workmanship, and materials for a period of two (2) years from the date of satisfactory completion of the improvements or final plat approval, whichever is later. As used in this AGREEMENT, the term “defects” includes but is not limited to, damage resulting from construction activities and/or use during the two (2) year period.
2. The APPLICANT is responsible for maintenance of the public road, public and private landscaping, drainage facilities and other public improvements, including the roadway surface for the two (2) year period from the date of satisfactory construction approval or final plat approval, whichever is later.
3. In the event of any failure of the improvements to satisfactorily operate or in the event of a defect in design, workmanship, or materials, the APPLICANT shall promptly and adequately repair and/or correct the failure or defect.
4. The CITY will perform maintenance inspections during the two (2) year period.
5. During the two (2) year period upon notification by the CITY, the APPLICANT shall correct and/or make repairs to the right-of-way improvements within the time period specified by the CITY when defects in the design, workmanship, or materials occur.

MAINTENANCE AND DEFECT AGREEMENT (CONT'D)	
Project No./Permit No. /	Project Name

6. In the event the CITY determines that repairs must be performed immediately to prevent risk to person(s) and property, the CITY may make necessary repairs and the costs of those repairs shall be paid by the APPLICANT upon demand.
7. The APPLICANT shall pay all required fees in accordance with Renton Municipal Code.
8. At the end of the two (2) year period, the APPLICANT shall clean the drainage facilities prior to the CITY's final inspection.
9. If, at the conclusion of the two (2) year period, the CITY, at its sole discretion, determines the improvements are not adequately maintained, the APPLICANT shall perform prompt maintenance to the CITY's satisfaction. In the event this maintenance is not performed within the time period specified by the CITY, the CITY will invoke the enforcement processes found in RMC Chapter 1-3.
10. Any failure by the APPLICANT to comply with the terms of this AGREEMENT in a timely manner shall constitute default. Any action or inaction by the CITY following any default in any term or condition of this AGREEMENT shall not be deemed to waive any rights of the CITY pursuant to this AGREEMENT.
11. The APPLICANT shall indemnify and hold the CITY and its agents, employees and/or officers harmless from and shall defend at its own expense all claims, damages, suits at law or equity, actions, penalties, losses, or costs of whatsoever kind or nature, brought against the CITY for negligence arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the APPLICANT's performance or failure to perform any aspect of the AGREEMENT. Provided, however, that if such claims are caused by or result from concurrent negligence of the APPLICANT and the CITY, its agents, employees and/or offices, this provision shall be valid and enforceable only to the extent of the negligence of the APPLICANT, and provided further, that nothing herein shall require the APPLICANT to hold harmless or defend the CITY from any claim arising from the sole negligence of the CITY's agents, employees and/or officers.
12. In the event that any part deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in King County, Washington.
13. The APPLICANT is granted the right to access CITY right-of-way, tracts, and easements dedicated to the CITY for the purpose of performing work required by this Maintenance and Defect Agreement until the AGREEMENT is released.

Release Requirements: This AGREEMENT shall remain in force and effect and shall not be released until all terms of this AGREEMENT have been completed to the satisfaction of the CITY.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

APPLICANT:

(Signature) (Date)

(Printed Name) (Title)