



**KEISHA LANCE BOTTOMS**  
MAYOR

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City of Atlanta  
Department of Transportation  
**Josh Rowan**  
Commissioner

Dear Sir/Madam:

*Please select the one that applies:*

- Right-of-Way Art
- Other Tactical Urbanism Project

See instructions for completing the Tactical Urbanism Agreement.

1. Complete attached agreement.
2. Supply all applicable information where blanks are to be filled.
3. Project Sponsor or designated party must sign agreement.
4. Agreements must be witnessed and notarized.
5. Attach a copy of your approved site plans (Exhibit "A") to the agreement
6. Documents must be submitted to the City of Atlanta Department of Transportation prior to obtaining a permit for the installation of your project:
7. Deliver original documents to:

***City of Atlanta***  
***Department of Transportation***  
***55 Trinity Avenue SW, Suite 4900***  
***Atlanta, GA 30303***

If you have any questions or concerns, please contact the City of Atlanta Department of Transportation at [TransportationPlanReview@AtlantaGA.gov](mailto:TransportationPlanReview@AtlantaGA.gov).

Thank you,

## Tactical Urbanism Maintenance Agreement

**WHEREAS**, \_\_\_\_\_ (hereinafter referred to as "Project Sponsor(s)") is or prior to installation of the project and associated materials, will be the primary party responsible for maintaining the project, exactly as shown on the site plans (Exhibit "A"), to be located at:

\_\_\_\_\_ (address or location) in the City of Atlanta, Georgia.

**WHEREAS**, the project sponsor(s) shall be responsible for maintaining the project for the agreed upon duration of the project being within the city's public right-of-way. The City of Atlanta will not be responsible for reinstalling any elements of the project.

**WHEREAS**, the project sponsor(s) proposes to install a tactical urbanism project within the City's right-of-way and the City is willing to permit this subject to certain conditions; and

**WHEREAS**, the City of Atlanta requires the insurance set forth, below as a condition precedent to the project sponsor installing the project.

**THEREFORE**, in order to induce the City of Atlanta to issue a permit to the project sponsor(s), the project sponsor(s) agrees for itself, its officers, agents, heirs, assigns and successors, or other designees, to indemnify and hold harmless the City of Atlanta, its officers, agents and employees from any damages or claims from damages, suits, cost, judgments, losses, and injuries arising out of the project sponsors project maintenance, use of removal of said improvements, or the use of said improvements by the public at large and agrees that the City does not waive its right to be held harmless and indemnified by the owner, by the City having permitted said improvements, even though the City may be found to have negligent as a matter of law because of its act or failure to act in regard thereto. This indemnification shall be enforceable against the project sponsor(s).

The project sponsor(s) agrees, for itself, its officers, agents, heir's assigns and successors-in-title, or other designees, to remove or modify said improvements if requested in writing to do so by the City, at the expense of the owner and at no expense to the City, said modification to be completed within reasonable time after such request has been made. If the project sponsor(s) fails to remove or modify the improvement within 60 days after notice by the City pursuant to reasonable exercise of the City's police powers, the City shall on notice remove and/or modify the improvement and all cost to be borne by the Project owner(s).

This Agreement shall insure exclusively to benefit the City of Atlanta, its officers, agents and employees and the property owner(s). Neither the project sponsor(s) nor any other party, person or entity shall have any rights under this agreement, whether for insurance or otherwise.

**IN WITNESS WHEREOF**, the project owner(s) has caused this Agreement to be duly executed under seal, this

\_\_\_\_\_ day of \_\_\_\_\_, 20, \_\_\_\_\_.

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
(Owner(s))

\_\_\_\_\_  
Notary Public

Notary Seal