

**PERMIT INDEMNIFICATION AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
PARTY NAME**

**THIS PERMIT INDEMNIFICATION AGREEMENT** (the “Agreement”) is entered into by and between the City of New Orleans (the “City”), and **NAME OF PARTY** (the “Applicant”). The Agreement is effective as of **MONTH DATE, 20\_\_** (the “Effective Date”).

**A. Property Description.** 226 BOURBON STREET, LA, 70130. SQ 65 LOT A 10.

**B. Applicant Acknowledgement.** Applicant acknowledges that the City is allowing for limited work to be performed at the above-mentioned property under Section 107.3.3 of Section 26-15 of the New Orleans City Code and that the permit granted is not a final permit. Applicant agrees that the City has not undertaken a full review of the Applicant’s request and that they have not been issued a final permit.

**C. Applicant’s Assumption of Risk.** The Applicant agrees that any work performed is being done at Applicant’s own risk and that the permit granted was not based on a final review of Applicant’s plan. The City reserves the right to notify Applicant that a final permit has been denied.

**D. Indemnity.** To the fullest extent permitted by law, the Applicant will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any work performed as part of this agreement; including any and all claims and/or liens for labor, services, or materials furnished as part of the work.

**E. Independent Duty.** The Applicant has an immediate and independent obligation to, at the City’s option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Applicant is ultimately absolved from liability.

**F. Expenses.** Notwithstanding any provision to the contrary, the Applicant shall bear the expenses including, but not limited to, the City’s reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

**G. Removal.** Applicant agrees that any work not authorized may need to be removed at Applicant’s expense.

**H. Exceeding the Scope of Release.** Applicant acknowledges that exceeding the scope defined by the release will result in fines based on the entire scope of work of the overall permit and will also result in a stop work order.

**BY:** Patrick Nietzer

**PRINT NAME OF INDIVIDUAL SIGNING**

Sworn and Subscribed before me, the undersigned notary, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BY:** 

Odetta Morales  
Exp 5/9/2026

