

(Applicant Employed by Corporation)

AFFIDAVIT OF ACKNOWLEDGEMENT

STATE OF _____
PARISH/ COUNTY OF _____

BEFORE ME, a duly qualified Notary Public, in and for the Parish/County of _____ State of _____, and the undersigned competent witnesses, personally came and appeared _____, [“Applicant”] who is an applicant for an Arborist, Landscaper or Horticulturist License [“License”] from the Parish of Jefferson, its districts and sub-districts [herein referred to collectively as “the Parish”] and also _____, a corporation organized under the laws of the State of _____, which has its principal place of business at _____, and its post office address is _____, herein appearing by and through _____, its _____ [title] and representative herein, duly authorized to so appear for said corporation by resolution of its board of directors which was adopted on _____ [date of resolution], a certified copy of which is annexed as Exhibit No. IV. (B) to the license application of Applicant.

Applicant and Employer’s Representative, who after being deposed did state that the above-named corporation [herein referred to as “Employer”] currently employs Applicant.

Employer’s Representative, who after being deposed did further state that s/he has the specific authority to accept, on behalf of Employer, the conditions of the license for which Applicant is applying and the authority to bind Employer to the obligations as the employer of Applicant, as required by the Parish for the issuance of said license, including but not limited to, insurance and indemnification obligations, as well as the obligations to seek the permission of the Jefferson Parish Department of Parkway before removing from public property in Jefferson Parish any tree listed on the “Desirable Tree List for Jefferson Parish” and to immediately notify the Parish of the termination of Employer’s termination of the employment of the Applicant, regardless of the reason for such termination.

Applicant also stated that s/he does hereby accept the conditions of, and obligations related to, the license for which Applicant is applying, as required by the Parish for the issuance of said license, including but not limited to, the obligations to seek the permission of the Jefferson Parish Department of Parkway before removing from public property in Jefferson Parish any tree listed on the “Desirable Tree List for Jefferson Parish” and to immediately notify the Parish of the Employer’s termination of the employment of Applicant, regardless of the reason for such termination.

INSURANCE

Employer Representative, on behalf of Employer, further declared that Employer shall provide insurance policies which meet all of the requirements in Part V. of the license application and which cover Employer and Applicant as insureds, including but not limited to the following requirements:

- 1) The Parish, its districts and sub-districts shall be named as additional named insureds on all such insurance policies with the exception of the Worker’s Compensation Insurance Policy; and
- 2) Said policies shall apply as primary insurance and shall stipulate that no other insurance in effect by the Parish will be called on to contribute to a loss covered thereunder; and
- 3) Insurers of Employer and its contractor(s) shall have no right of recovery or subrogation against the Parish of Jefferson, its districts or sub-districts, it being the intention of the parties that the insurance provided by Employer and its contractors shall be the primary coverage for any and all losses covered by said insurance which shall protect the Parish and its districts and sub-districts, as well as Applicant, Employer and its contractor(s); and
- 4) The insurance companies issuing the policy or policies related to this license shall have no recourse against the Parish of Jefferson for payment of any premiums or for assessments under any form of policy; and
- 5) The maximum deductible for any of the insurance coverage required by the license shall not exceed TEN THOUSAND DOLLARS & NO/100 [\$10,000.00] without prior approval of the Director of Jefferson Parish Department of Risk Management and Employer shall assume all deductibles; and
- 6) Should there be a material change in Employer’s insurance policies during the term of the license, the Employer shall give the Parish thirty (30) days notice as to said changes and will submit a replacement certificate of insurance naming the Parish as an additional insured; and
- 7) In the event Employer is insured through a captive insurance company or is self-insured, Employer shall immediately notify the Parish of all changes in said insurance status and of any changes in the ability of Employer to cover the losses covered by said policies; and
- 8) Failure of Employer to take out and/or maintain insurance shall not relieve Applicant or Employer from any liability under this license, nor shall the insurance requirements be construed to conflict with the obligations of Employer or Applicant concerning indemnification.

INDEMNIFICATION

Applicant and Employer’s Representative, on behalf of Employer, further declared that:

- 1) Applicant and Employer agree that Applicant, Employer and their contractor(s) and their other agents shall be solely responsible for all injuries to persons and for all damages to the property of the Parish or to property owned by others, caused by or resulting or related in any way to the exercise of the license requested, whether such claims arise from activities before, during the progress of, or in connection with, the prosecution of the work, whether within the limits of the work or elsewhere and whether under a contract proper with any of their contractors or any other agents, or as extra work. Said responsibility of Applicant and Employer shall continue as long as Applicant's or Employer's facilities or equipment remain, or results of the work related to this license, remain on Parish property; and
- 2) Applicant and Employer agree, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Parish, its districts and sub-districts as well as and their duly appointed agents, employees and volunteers from and against any and all claims, suits, liabilities, losses, damages, costs or expenses, and attorneys' fees (including attorneys' fees and costs incurred in establishing the right to said indemnity), alleged to have been sustained, or that have been sustained by reason of the granting or exercise of the license and activity related thereto, whether or not the alleged damage may have been caused by the negligence of the Parish, its districts and sub-districts, their agents or employees or is based on alleged strict liability or absolute liability, provided, however, the provisions of this last clause shall not apply to any personal injury or property damage caused by the sole negligence of the Parish, its districts and sub-districts, their agents or employees, unless such sole negligence consists or shall have consisted entirely and only of negligence in the granting of the license. Said indemnification of the Parish and others named above by Employer shall remain in effect as long as Applicant's or Employer's facilities or equipment remain, or the result of the work related to this license, remain on Parish property.

Sworn to and subscribed before me and the undersigned competent witnesses on this _____ day of _____, 2____.

WITNESSES:

	Signature of Applicant
	Type or Print Name of Applicant
	Type or Print Name of Employer
	By: _____ Signature of Employer's Representative

Type or Print Name of Employer's Representative: _____

Type or Print title of Employer's Representative: _____

SEAL:

NOTARY PUBLIC
Type or print name: _____
Address: _____