



DEPARTMENT OF BUSINESS AND INDUSTRY
NEVADA TRANSPORTATION AUTHORITY

INDEMNIFICATION AND STANDARDS AGREEMENT SUPPLEMENT

TO

**INSURANCE COMPANY DESIGNATED VEHICLE STORAGE LOT
APPROVAL REQUEST**

[PLEASE NOTE: This “Indemnification and Standards Agreement” is a supplement to the request filed with the Nevada Transportation Authority (NTA) to designate a Salvage Pool (licensed and complying with NRS 487.400 through 487.510) as a “Storage Lot” under NRS 706.4489 and is required under NRS 706.4489(4) and (5)(b) for approval of this designation by the NTA. It combines with a “Master Acceptance” of this specific form and content of the Indemnification Agreement and Standards signed by the participating law enforcement agencies in Clark County and when signed by the “Storage Lot,” completes the agreement to indemnify and abide by the standards it sets forth for any of these law enforcement agencies which directs vehicles to the Salvage Pool as the designated Storage Lot for the insurance company insuring the vehicle as approved by the NTA. This agreement only needs to be submitted once to NTA for each designated Salvage Pool to be approved and will be linked to each designation by an insurance company for it to be a “Storage Lot.”]

This INDEMNIFICATION AND STANDARDS AGREEMENT is hereby executed and made effective this _____ day of _____, 20__ by the Salvage Pool requested to be designated as a “Storage Lot” (hereinafter “STORAGE LOT”) under NRS 706.4489 as signed and described below to defend, indemnify, and hold harmless any “Law Enforcement Agency” in Clark County, its officers, employees, agents and representatives from any liability, damages, losses, claims, actions or proceedings relating to the towing of a vehicle and to the storing of the vehicle at this vehicle storage lot, and to agree to standards established under NRS 706.4489(5)(b) by Law Enforcement Agencies in Clark County as attached hereto in Attachment 1.

For purposes of this Agreement, the Clark County Law Enforcement Agencies indemnified are generally the Las Vegas Metropolitan Police Department (a metropolitan police department organized under NRS Chapter 280 covering the jurisdictions of Clark County and City of Las Vegas) (LVMPD), the Nevada Highway

Patrol of the State of Nevada, and the Police Departments of North Las Vegas, Henderson, Boulder City and Mesquite, and specifically 1) any law enforcement agency inside Clark County which has directed a vehicle to this "Storage Lot" under NRS 706.4489; and 2) are signers of a Master Acceptance on file with the NTA accepting and approving this Agreement with this specific format, content and provisions in this exact form and language. The term "Law Enforcement Agency" used in this document covers each or all of these above-named agencies.

NOW THEREFORE, in conjunction with the Law Enforcement Agency's acceptance of this Indemnification and Standards Agreement as indicated by the execution and signature on the Master Acceptance Agreement, the STORAGE LOT named and described below hereby commits and agrees to the provisions and attached standards below with respect to any vehicle directed by a Law Enforcement Agency in Clark County to its facility.

1. Indemnification. Pursuant to NRS 706.4489(4), the STORAGE LOT shall defend and indemnify, and hold harmless the Clark County Law Enforcement Agency, which directs vehicles to it, from any and all alleged or actual claims, demands, causes of actions, liability, loss, damage and/or injury (to property or person, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local governmental body or agency arising out of or incident to any acts, omissions, negligence, or willful misconduct by the Clark County Law Enforcement Agency, its representatives, officers, employees, agents, or volunteers, in connection with or arising out of the towing of a vehicle and to the storing of the vehicle at the vehicle STORAGE LOT. This indemnification applies to and includes, without limitations, the payment of all penalties, fines, judgments, settlements, awards, decrees, attorney fees and related costs and expenses. The term "agent" as used therein shall not extend to indemnification and hold harmless rights conferred hereunder to any tow car company for its work after dispatched to the scene of an accident, its work at the scene of an accident, nor its work in the delivery of a vehicle to the storage lot. In addition, to the extent that any damage or claim is covered by indemnification from a towing provider or other storage lots under a separate agreement with LVMPD, this requirement for the STORAGE LOT to indemnify will not apply.

2. Compliance with Standards Established Pursuant to NRS 706.4489(5)(b). The STORAGE LOT hereby agrees to comply with the standards attached hereto as Attachment 1 established by the Law Enforcement Agencies in Clark County under NRS 706.4489(5)(b) with respect to any vehicle directed to the STORAGE LOT by the Law Enforcement Agency.

3. Governing Law. This Agreement shall be interpreted under the laws of the State of Nevada, including but not limited to Chapters 706 of the Nevada Revised Statutes.

4. Entire Agreement. This Agreement is made pursuant to NRS Chapter 706 and supersedes any prior understandings or agreements, whether written or oral, between the parties hereto in regard to the subject matter hereof, and contains the entire agreement between the parties in regard to the subject matter thereof. This Agreement may not be charged or modified orally, but only by an agreement, in writing by all of the parties hereto.

Filed by Storage Lot [Company Name]: _____

5. Savings Clause. Should any part or provision of this Agreement be rendered or declared invalid by reason of any state or federal law, or by decree of a court of competent jurisdiction, the invalidation of such part or provision of this Agreement shall not invalidate the remaining parts of provisions hereof, and the remaining parts and provisions of this Agreement shall remain in full force and effect.

6. Assignment of Rights. The rights conferred to a party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without prior, expressed, and written consent of the granting party.

7. Authority to enter agreement. The parties warrant that the individuals who have signed the agreement have the legal power, right and authority to make this agreement and bind the parties.

* *
* * *
* * * *
* * * * *
* * * * * *
* * * * * * *
* * * * * * * *
* * * * * * * *

WHEREUPON, The STORAGE LOT Company has agreed to the above provisions and indemnification and related standards by signing and dating this form where indicated below:

STORAGE LOT COMPANY (or SALVAGE POOL COMPANY)

[COMPANY NAME]

ADDRESS: _____

Filed by Storage Lot [Company Name]: _____

BY: _____

[NAME]

[TITLE]

DATED: _____

**[END OF INDEMNIFICATION AND STANDARDS AGREEMENT SUPPLEMENT]
[ATTACHMENT 1 FOLLOWS]**

OFFICIAL NTA DOCUMENT

Filed by Storage Lot [Company Name]: _____