

BUILDING DEPARTMENT

HOLD HARMLESS AGREEMENT/INDEMNIFICATION AGREEMENT

The undersigned hereby executes in favor of the City of Palm Bay, Florida, its' officers, employees, agent and assigns, this Hold Harmless Agreement.

WITNESSETH

WHEREAS, the undersigned is seeking a building permit(s) for an improvement that is an encroachment of a public easement. The following may be permitted as an encroachment improvement: irrigation system, fence or an improvement specifically approved by Growth Management Department Director or designee.

WHEREAS, pursuant to Chapter 170 City of Palm Bay Code of Ordinances, Florida, the City may issue permit(s) within City limits.

NOW, THEREFORE, the undersigned agrees as follows:

I, (Print Name) _____, **property owner of**
(Print Address) _____

hereby agree that it shall indemnify, defend and hold harmless the City of Palm Bay, Florida, any licenses utility company or independent contractors, and any of their officers, employees and agents in both their official and individual capacity, from any and all liability, claims, damages, expenses including attorney's fees and litigation costs, resulting from or arising out of the removal or alteration of any existing permitted encroachment structure/improvement that exist in or around any public easement, deemed necessary by the City or licensed utility for the purpose of installing, removing, repairing or maintaining any improvements allowed within the public utility easement. The property owner also agrees to have a utility locate performed prior to any digging. The undersigned acknowledges that specific consideration has been given for this indemnity provision. (_____ **Initial**)

I understand and agree that if the City or licensed utility or independent contractor removes, damages or alters the encroachment structure/improvement that I am fully responsible for repair and/or replacement of the encroachment improvement.
(_____ **Initial**)

I understand and agree that if I damage or cause damage to any existing structure, improvement and/or utility within the easement, I am fully responsible for repair and /or replacement of the existing improvement as deemed necessary by the City and/or appropriate licensed utility company within ninety days of receipt of written notice by The City and/or licensed utility company. (_____ **Initial**)

Printed Name of Property Owner

Signature of Owner or Agent (*including Contractor*)

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this (date) by (name of person acknowledging), who is personally known to me or who has produced (type of identification) as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, **by means of** _____ **physical presence** **or** _____ **online notarization**, this _____ day of _____, _____ (year), **by** _____

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)