



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement is entered into this ____ day of _____, 20__, by and between _____, (OWNER), whose post office address is _____, Deerfield Beach, FL _____ and the **CITY OF DEERFIELD BEACH (CITY)**, a Florida municipal corporation, as follows:

WITNESSETH:

WHEREAS, the OWNER owns the property located at _____, Deerfield Beach, FL _____, more particularly described as follows:

WHEREAS, the OWNER is desirous of constructing decorative sidewalk and/or driveway (decorative features) within public right-of-way;

WHEREAS, the parties are desirous of expressing their various responsibilities in the event that said sidewalk and/or driveway or any decorative features interfere with any use, maintenance or repair activities to be performed by the CITY, and the parties desire that the exposure and liability of the CITY be limited in this regard;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties hereto agree as follows:

Section 1. The above referenced WHEREAS clauses are agreed to by the parties, are true and accurate and are made a part of this Agreement as if fully set forth herein.

Section 2. The various responsibilities expressed herein for the parties other than the CITY shall be referred to throughout this Agreement as being the responsibility of the OWNER, due to the fact that the ultimate responsible party for the administration will be the successors of the OWNER, then said responsibilities as contained herein shall be those of the actual fee simple owner of all land at the time said responsibility is incurred. It shall not be defense to the provisions herein that the fee owner has transferred his interest in the property subsequent to the time the CITY made necessary repairs to utility lines and appurtenances.

Section 3. In the event that said driveway or any other decorative features interfere with or must be disturbed to permit the maintenance and repair responsibilities of the CITY for the utility lines running through said area, then the CITY shall not be required to expend any greater expense for said maintenance and repairs than if said area were asphalt and/or sod. More specifically, the CITY shall only be required to replace said area damaged or disturbed by the CITY during necessary maintenance or repairs to utility lines and appurtenances with fill and sod, and any replacement of the driveway or any other decorative features shall be the responsibility of the OWNER or its successors or assigns.

Section 4. In the event that it is determined in good faith by the CITY that said driveway or any other decorative features must be removed so that maintenance and repair activities can be accomplished, then the expense for replacement of said driveway or any other decorative features shall not be the expense of the CITY, but shall be the sole expense of the OWNER, or its successors or assigns. In the event that said driveway or any other decorative features must be removed, or in the event that it is necessary to perform maintenance work or to alter said driveway or any other decorative features, the expense for same shall be that of the OWNER or its successors or assigns, and the CITY shall have no responsibility of whatsoever nature to maintain or repair said driveway or any other decorative features to their prior condition.

Section 5. It is agreed that the OWNER or its successors or assigns shall be responsible for any expenses incurred by the CITY as a result of removing and/or hauling the driveway or any other decorative features in the event that it is necessary to perform maintenance or repair to utility lines and appurtenances.

Section 6. It is agreed that the OWNER shall defend, indemnify and hold the CITY harmless for any injuries, damages, liability or cause of action that may result from the use, removal or replacement of the driveway or any other decorative features for utility maintenance or repairs, except or unless any such injuries, damages, liability or causes of action are caused by the negligent act or omission of the CITY.

Section 7. The OWNER shall be responsible for and shall defend, indemnify, and hold the CITY harmless from any and all claims, causes of action, damages, judgments, or liability of any kind in any way relating to or caused by the existence of the decorative features or the failure to properly maintain the decorative features.

Section 8. It is agreed that the intent of this Agreement is to provide the CITY with assurances that the driveway or any other decorative features shall not cause the CITY to incur additional expense or liability of any kind whatsoever with respect to its use or the, responsibility to maintain and repair any or all parts of public infrastructure all of the utility lines dedicated to the public throughout the project.

Section 9. Nothing in this Agreement shall be construed to give the CITY a greater responsibility for the maintenance and repair of any utility lines as set forth in this Agreement. This Agreement shall be liberally construed in favor of the CITY. Further, nothing contained herein shall waive the City's sovereign immunity or any limitation on City liability as provided for by law.

Section 10. This Agreement shall be recorded in the Public Records of Broward County and shall be binding on the OWNER, its successors or assigns and all future owners of the property and run with and bind the land.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witness:

OWNER OF RECORD

Signed: _____

Print Name: _____

Signed: _____

Printed: _____

Signed: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida on this the _____ day of _____, 20____, by. _____

He/she is personally known to me or has produced _____ as identification.

Signature of Notary Public

Notary Public Stamp Seal

(Do NOT write below this line, city use only)

CITY OF DEERFIELD BEACH

Attest:

Samantha Gillyard, City Clerk

By: _____
David Santucci City Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me the undersigned Notary Public in and for the State of Florida on this _____ day of _____, 20____, by _____, City Manager of the City of Deerfield Beach.

Signature of Notary Public

Notary Public Stamp Seal