



LAND DEVELOPMENT DIVISION

120 Malabar Road, SE Palm Bay, FL 32907 Phone: (321) 733-3042

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 approval to erect a fence that will be in a public easement.

WHEREAS, pursuant to Chapter 174 City of Palm Bay Code of Ordinances, Florida, the City may approve said structure 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 or approved fence(s) 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 fence that I am fully responsible for repair and/or replacement of the fence.

(_____ **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**)

Applicant's Telephone Number _____

Applicant's Email Address _____

Signature of Property Owner

Date

Printed Name of Owner

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or

☐ online notarization, this _____ day of _____, 20_____

by _____, property owner.

_____, Notary Public

☐ Personally Known or

☐ Produced the Following Type of Identification:
