

BAL HARBOUR VILLAGE
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR ISSUANCE OF A BUILDING PERMIT
(OWNER)

This Indemnification and Hold Harmless Agreement ("**Agreement**") is entered into on this ___ day of _____, 2019 ("Effective Date") by _____, ("**Owner**") for the benefit of the Bal Harbour Village, a municipal corporation of the State of Florida ("**Village**") as follows:

WHEREAS, Owner owns the real property located at _____, (**Property Address**), as further described in **Exhibit A** ("**Property**"); and

WHEREAS, Owner is submitting application and related plans to the Village for the issuance of building permit(s) for interior building renovations and an addition to the residential structure (the "Permit(s)") located on the Property; and

WHEREAS, Village has agreed to issue Permit(s), subject to certain conditions, including, without limitation, Owner's agreement to indemnify and hold Village harmless in the event of: (1) any claim or action brought against Village claiming that the Permit(s) were not properly issued, modified, cancelled or revoked; (2) any claim or action brought against the Village resulting from corrective work performed and/or required under the Permit(s); and (3) any claim or action brought against Village resulting from the interior building renovations and addition to the residential structure located on the Property. As such, the Owner has agreed and consents to provide such an agreement, as follows.

NOW THEREFORE, in consideration of the promises contained herein, and the Village's issuance of the Permit(s), be it agreed by and between the Parties as follows:

Section 1. The foregoing recitals are true and correct and are incorporated into and form part of this Agreement.

Section 2. Owner, its successors and assigns, hereby agrees to indemnify and hold harmless Village, its agents and authorized personnel from any responsibility or liability for any and all claims, demands, lawsuits and actions of any type whatsoever, including, without limitation, any attorney's fees, costs and/or damages incurred by Village resulting from issuance of the Permit(s), modification of the Permit(s), cancellation of the Permit(s) or revocation of the Permit(s). Owner furthermore assumes responsibility for the correction, if required, of work performed under the Permit(s).

Section 3. Owner agrees that upon issuance of Permit(s) by the Village, Owner shall proceed at the Owner's own risk and Owner may be subject to raising the entire residential structure and/or new building addition to the Base Flood Elevation (BFE) plus 1.4 feet (9.4 ft. ngvd), if the improvements authorized pursuant to the Permit(s) exceed the 50% FEMA Substantial Improvement threshold, established pursuant to the National Flood Insurance Act of 1968.

Section 4. All notices, demands, correspondence and communication made by Village to Owner in connection with this Agreement must be in writing and shall be deemed to have been delivered on the date post-marked by mailing the same by certified mail, or on the date sent by overnight or the express courier, addressed to Owner at the following addresses:

[Owner]

(Property Address) _____

Bal Harbour, Florida 33154

Section 5.

1. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written.
2. The invalidity of any of the provisions hereof shall in no way affect or invalidate the remainder of this Agreement.
3. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Miami Dade County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

WITNESSES: [Owner]

Signature [insert name], Authorized Signatory

Print Name

Signature

Print Name

STATE OF)
) SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____, [Owner]. He/she is personally known to me or has produced _____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[Insert]