

This instrument prepared by:

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Folio Number \_\_\_\_\_

### **HOLD HARMLESS AGREEMENT**

**THIS HOLD HARMLESS AGREEMENT** (“**Hold Harmless Agreement**”) dated \_\_\_\_\_, 2019, is made by \_\_\_\_\_ (collectively, “**Owner**”) in favor of BAL HARBOUR VILLAGE, a Florida municipal corporation (“**Village**”).

#### **RECITALS:**

A. Owner is the owner of the following described real property located at \_\_\_\_\_, in Bal Harbour Village, Miami-Dade County, Florida (the “**Property**”):

Lot \_\_, Block \_\_, RESIDENTIAL SECTION OF BAL HARBOUR, according to the Plat thereof recorded in Plat Book 44, at Page 98 of the Public Records of Miami-Dade County, Florida (Folio # \_\_\_\_\_).

B. Simultaneously herewith the Village has granted the Owner Permit Number # \_\_\_\_\_ (the “**Permit**”) for the following work \_\_\_\_\_ (the “**Permitted Work**”). The Permitted Work will be located within the current five foot easement located in the rear and, if a corner lot, on the side of the Property (“**Rear Utility Easement**”).

C. In connection with and as consideration for granting of the Permit, the Owner and Owner’s successors or assigns hereby agree to hold the Village harmless against any and all claims, demands, damages or suits by any utility providers or other third party that may arise due to the Owner’s use of the Rear Utility Easement area.

#### **AGREEMENT:**

**NOW, THEREFORE**, in consideration for granting of the Permit, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Owner, on behalf of itself and on behalf of any of its successors or assigns, hereby agrees as follows:

1. Owner acknowledges that the Village does not have the authority to alter or terminate the easement rights of any utility providers or other third party which has the right to use the Rear Easement Area; therefore, such entities may object to the use of the Rear Utility Easement by the Owner in the manner set forth in the Permit and may require Owner to permanently or temporarily remove any or all of the Permitted Work.

2. Owner agrees to indemnify, defend and hold harmless and forever release and discharge the Village and its employees, officers, agents and authorized personnel from any and all claims, actions, damages or liability, including the costs of any suit, attorneys' fees at trial and on appeal, and any other expenses in connection therewith that may arise out of, or in connection with, any utility providers or other third party using and accessing the Rear Utility Easement and requiring the removal of any Permitted Work in the Rear Easement Area as provided forth herein.
3. Owner acknowledges that this Hold Harmless Agreement is a complete estoppel on Owner and Owner's successors and assigns as to any rights, real, apparent or otherwise, that they, individually or jointly, may have to challenge the efficacy of any conditions of this Hold Harmless Agreement.
4. Owner expressly agrees that this Hold Harmless Agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion of this Hold Harmless Agreement is held to be invalid, the balance of the Hold Harmless Agreement shall continue in full force and effect.
5. In consideration for this Hold Harmless Agreement, the Village has issued the Permit for the Permitted Work.
6. Prior to installing any other component in the Rear Utility Easement, Owner shall obtain any and all required permits and approvals from the Village and any other necessary party to install such component in the Rear Utility Easement. In connection with any other issued permit, the Village may require a new hold harmless agreement.
7. Owner agrees that this Hold Harmless Agreement may be recorded by the Village in the Public Records of Miami-Dade County at Owner's cost and expense and will be binding on Owner's successors and assigns.
8. **OWNER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, UNDERSTAND THE CONTENTS HEREOF, AND HAS SIGNED THIS DOCUMENT AS ITS OWN FREE ACT.**

Signed and delivered by the Owner on the date set forth above.

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_ 2019 by \_\_\_\_\_, who (check one) [ ] are personally known to me or [ ] have produced Florida drivers' license as identification.

\_\_\_\_\_  
Notary Public, State of Florida

SEAL

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_