

VILLAGE OF BAL HARBOUR

RELEASE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

(Requirements for Pool Construction or modification in Bulkhead Setback Areas)
Chapter 21-353 Code of Ordinances

Property Location : _____ (“Property”)
Folio# : _____

For good and valuable consideration received, and pursuant to the mandate of Chapter 21-353 Code of Ordinances, I/we _____, as Owner(s) of the Property (“OWNER”), do hereby consent to, understand, acknowledge and agree to assume all risks and hazards in any way related to, or arising directly or indirectly out of the completion of pool construction/modification within the bulkhead setback area on the Property (the “Project”), including but not limited to damage arising from modification or damage to the bulkhead or bulkhead support system or disturbance of the ground in such a way as to compromise the bulkhead support system.

I/we do further promise and hereby agree to waive, release, absolve and covenant not to sue the the Village of Bal Harbour, its officers, employees and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from in or in any way arising directly or indirectly out of the Project.

Further, I/we do hereby agree to defend, indemnify, save and hold harmless the Village of Bal Harbour, (“Village”), its officers, employees and agents from and against any and all claims, liabilities, assertions of liabilities, demands, actions, damages awards or judgments, suits at law, in equity or before administrative tribunals, asserted by, and/or in favor of, any person(s), arising out of, and/or in any manner whatsoever relating to, the installation, presence, use, repair/disrepair, condition, location, operation and/or maintenance of the Project, in particular as the installation and modification of such Project effects the Bulkhead support system including damage caused by third party contractors engaged by Owner to complete the Project. This release, indemnification and hold harmless shall include the payment/reimbursement to the Town of any and all costs and expenses, including reasonable attorney fees, incurred by the Town in defending against any such claims, demands, actions or judgments. Further, pursuant to 21-353(d) of the Code of Ordinances, Village may require that all work not performed in accordance with these conditions, the Code or approved plans and any damage to the bulkhead or bulkhead support system caused by such installation or modification be corrected at the property owner's expense within a timeframe established by the Village. If the property owner fails to make required correction or repairs to a bulkhead or bulkhead support system within ninety (90) days of Village notice of required repairs, the Village may make such repairs at owner's expense and such costs, if not fully paid within sixty (60) days of billing, shall be imposed as liens against the Property.

Finally, I/we do agree to require any third party contractors engaged to complete the Project to include the Village of Bal Harbour as an additional insured on their general liability insurance policies for this Project.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ___ day of _____, 2015.

Signed, sealed and delivered in the
Presence of:

Name:

Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this date before me, an officer duly qualified to take acknowledgements, personally appeared _____, as _____ (Title) of _____, a Florida corporation, _____ personally known to be the person described in, or who produced _____ as identification, and who executed the foregoing and a acknowledged before me that (s)he executed the same.

WITNESS my hand and seal in the County and State aforesaid on this _____ day of _____, 2015.

My Commission Expires:

NOTARY PUBLIC