



Construction Services Division

1400 N. Boulevard
Tampa, FL 33607
Phone:(813) 274-3100
Fax: (813) 259-1712
www.tampagov.net/permits

Hold Harmless and Indemnification Agreement

Permit No.: _____ To be completed
Date of Issue: _____ by City Official

Prepared by and Return to:
City of Tampa
Department of Public Works
Attn: Transportation Manager
306 East Jackson Street
Tampa, FL 33602
Tel: 813-274-8333

Tax Folio: _____
Address _____

THIS AGREEMENT is made as of this _____ day of, _____ 20 _____, by:
_____ owner(s) (herein referred to as "APPLICANT")

of the above referenced property, in favor of the City of Tampa, Florida (hereinafter referred to as "City").

WITNESSETH:

A. WHEREAS, the APPLICANT has applied to the City for a _____ permit in accordance with a permit application submitted to the CITY which permit application is incorporated herein by this reference ("Proposed Permit") and

B. WHEREAS, the Proposed Permit includes activities and/or installation of improvements in or on the following described public right-of-way:

C. WHEREAS, the City is willing to issue the Proposed Permit for such activities and/or installations in the public right-of-way provided that the APPLICANT agrees to waive any liability that the City may have and to indemnify and hold the CITY harmless from any liability that may arise as a result of issuing a permit for such activity and/or installation in or on public right-of-way;

D. WHEREAS, the APPLICANT, on behalf of him/herself, successors and assigns agrees to the conditions herein, which shall be and are hereby considered covenants running with the land.

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated into the body of this Agreement by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the APPLICANT does hereby agree as follows:

1. **Waiver:** The APPLICANT hereby waives, relinquishes, absolves, and discharges the CITY from any and all liability, damages, costs, and expenses of any nature whatsoever resulting directly or indirectly from the issuance of a permit by the CITY for the above described activity and/or installation on public right-of-way, including, without limitation, any injuries or damages that the APPLICANT and the employees, contractors, subcontractors, invitees and guests of the APPLICANT may suffer or incur in connection with the issuance of the above described permit by the CITY.

2. **Hold Harmless/Indemnification:** That APPLICANT shall defend, hold harmless, and indemnify the CITY from and against any and all liability, losses, claims, damages, costs, attorney(s) fees (at trial or on appeal) and expenses of whatever kind or nature which the CITY any sustain, suffer or incur, or be required to pay due to damages or losses suffered by any person, including without limitation, the employees, contractors, subcontractors, invitees, and guests of the APPLICANT arising out of the The APPLICANT shall repair any damage caused to the public right-of-way arising issuance of the above described permit or in connection with the activity and/or installation in, on, over or under the public right-of-way by the APPLICANT as a result of the issuance of said permit.

3. **Duty to Repair:** The APPLICANT shall repair any damage caused to the public right-of-way arising from the APPLICANT's use of the public right-of-way pursuant to the permit. APPLICANT does hereby recognize having responsibility for maintenance of the permitted improvements regardless of notification from the CITY. In the event maintenance of the improvements are required, the City shall serve written notice on the APPLICANT and provide the APPLICANT with no less than five (5) days to effect such repairs, provided, however, that in the event there exists a condition creating an imminent danger to public health, safety and welfare, the CITY may cause the repairs to be completed without notice in a manner consistent with minimum City of Tampa standards for public transportation facilities in the right of way. Furthermore, in the event the APPLICANT fails to timely complete required repairs to the satisfaction of the public transportation facilities in the right of way. APPLICANT does hereby expressly acknowledge that in the event the CITY conducts repairs pursuant to the provisions herein, the CITY shall not be required to replace any decorative or alternative materials in the public right of way.

4. **Period of Agreement:** This AGREEMENT shall remain in effect for the longer of: (a) the time period that permit issued by the CITY remains in effect; or (b) the time period that the APPLICANT uses the public right-of-way for the permitted activity and/or installation(s).

5. **Covenant:** This AGREEMENT constitutes a covenant running with the land and shall be binding on the APPLICANT, successors and assigns.

6. **Miscellaneous:** The City may release and waive the requirements of this Agreement by executing and recording in the office of the Clerk of Circuit Court for Hillsborough County a Release and Waiver of Hold Harmless & Indemnification.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

WITNESSES:

Signature _____
 Print Name _____
 Signature _____
 Print Name _____

APPLICANT:

Signature _____
 Print Name _____
 Title _____

STATE OF _____
 COUNTY OF _____

ss:

THE FOREGOING INSTRUMENT, was acknowledged before me this ____ day of _____
 200 ____, by _____. They are (check one) either personally known to me or
 produced Florida Driver's License Nos. _____ and
 _____ as identification.

(AFFIX NOTARY SEAL OR STAMP)

Print or Type Name _____
 Notary Public, State of
 Florida Serial No. _____
 My Commission Expires: _____