

HOLD HARMLESS AGREEMENT/INDEMNIFICATION AGREEMENT

The undersigned hereby executes in favor of the City of Cocoa, Florida, its' officers, employees, agents and assigns, this Hold Harmless Agreement/Indemnification Agreement.

WITNESSETH:

WHEREAS, pursuant to Chapter 6 of the Code of the City of Cocoa, Florida, the City may issue fence permits within incorporated City of Cocoa; and

WHEREAS, the City of Cocoa City Council has adopted criteria relative to issuing a fence permit; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged by the execution hereof, the undersigned agrees as follows:

Applicant, _____, hereby agrees that it shall indemnify, defend and hold harmless the City of Cocoa, Florida, any licensed utility company or independent contractor, and any of their officers, employees and agents in both their office and official and individual capacity. From any and all liability, claims, damages and expenses, including attorney's fees and litigation costs through all appeals, resulting from or arising out of the removal or alteration of any existing fence permitted to exist in or around any public easement and right-of-way, deemed necessary by the City or licensed utility for the purpose of installing, removing, repairing, or maintaining any utilities planned for existing in or around any public easement and right-of-way. The undersigned acknowledges that specific consideration has been given for this hold harmless and indemnity provision.

IN WITNESS WHEREOF, the undersigned hereby sets his/her hand, this _____ day of _____, 20_____.

Applicant Name (Please Print)

Applicant (Signature)

WITNESS:

Witness Name (Please Print)

Witness (Signature)

STATE OF FLORIDA
BREVARD COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as indemnification.

NOTARY PUBLIC at LARGE