

## STOCKING INDEMNIFICATION AND WAIVER

\_\_\_\_\_ [Date]

City of Plantation  
401 NW 70<sup>th</sup> Terrace  
Plantation, FL 33317

RE: Store Name: \_\_\_\_\_ (herein "STORE")  
Address: \_\_\_\_\_  
Cost Recovery Project No.: \_\_\_\_\_

Gentlemen:

We acknowledge that (STORE) has requested permission to stock the Store located at \_\_\_\_\_ (address) (herein, the "Property") prior to the CITY issuing a final Certificate of Occupancy. In that regard, we are voluntarily giving the CITY an Indemnity and Waiver in accordance with the terms of this letter.

The STORE shall indemnify, defend and hold harmless the City of Plantation, its employees, officers, building official(s), and agents, from any and all claims, costs, losses, suits and damages (including but not limited to all attorneys fees, and other professionals, and all Court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind, (including the negligence, recklessness, willful or intentional acts or omissions of the STORE and any person or organization, directly or indirectly employed by the STORE, or any combination thereof), which occurs in connection with being upon or in occupying the Property prior to a Certificate of Occupancy being issued.

STORE shall indemnify, and hold harmless the CITY, its elected officials, officers, building official(s), and employees (hereafter collectively referred to as "CITY") from liability for damages to persons or property caused in whole or in part by any act, omission or fault of CITY (specifically including CITY's intentional, negligent or grossly negligent acts, omissions, or faults) which relates to, pertains to, or arises from or is caused by the CITY allowing the STORE and the STORE officers, employees, contractors, and others directly or indirectly utilized by STORE, to be upon or occupy the Property prior to a Certificate of Occupancy being issued.

Such indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from: a) any act, omission or default of the STORE or its employees or agents (including negligent, reckless, willful or intentional acts or omissions; b) any and all bodily injuries, sickness, disease or death; c) injury to or destruction of tangible property, including the loss of use resulting there from; d) and other such damages, liabilities, or losses received or sustained by any person or persons; during or on account of any operations connected with the STORE; and the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the STORE or employees.

In the event of any such claim or suit action for damages, the CITY shall supply written notice to STORE of such claim. In the event STORE chooses not to pay the claim and the claim is adjudged as falling within the scope of this indemnity, then STORE shall promptly reimburse CITY for same, together with interest from the date the CITY may have otherwise paid the claim. STORE agrees, at STORE's expense after receipt of written notice from the CITY, to defend any action against the CITY that falls within the scope of this indemnity, or the CITY, at the CITY's option, may elect to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by the STORE, provided however, that the STORE or its insurance carrier, whichever is applicable, shall have the right to approve CITY's selection of legal counsel, which approval shall not be unreasonably withheld. Additionally, if STORE, after receipt of written notice from the CITY fails to make any payment due hereunder to the CITY, STORE shall pay any reasonable attorney's fees or costs incurred by the CITY in securing any such payment from STORE.

STORE hereby waives any and all claims against the City of Plantation, Florida for damage to or loss of use of property, or loss of or damage to STORE business or reputation, or injury or death to persons, including, without limitation, all employees of STORE, that are caused by, which relates to, which pertains to, or which arose as a result of, CITY allowing the STORE to be occupied prior to the issuance of a Certificate of Occupancy by the City of Plantation, Florida.

Nothing contained herein is intended nor shall it be construed to waive the CITY's rights and immunities under the common law or §768.28, as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the CITY's favor.

There shall be no presumption that the ambiguities in this Stocking Indemnification and Waiver shall be resolved against the party that caused it to be drafted, nor shall this Stocking Indemnification and Waiver be construed against the City solely because it was the party that caused this Stocking Indemnification and Waiver to be drafted.

Should any section, paragraph, sentence, clause, phrase or other part of this Stocking Indemnification and Waiver be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Stocking Indemnification and Waiver as a whole or any portion or part thereof, other than the part so declared to be invalid.

The person signing this Agreement warrants and represents to CITY that he or she has the authority of the STORE to bind the STORE to the terms of this Agreement.

Very truly yours,

\_\_\_\_\_ [Store Name]

By: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared \_\_\_\_\_ [name of person signing], as \_\_\_\_\_ [title of person signing] of \_\_\_\_\_ [Store Name], who is personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of \_\_\_\_\_ [Store Name], who produced his/her driver's license as identification, and who did not take an oath.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Printed Name of Notary

My commission expires:

(Notary Seal)

My commission no. is: