

Record & Return to:
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699

**HOLD HARMLESS AGREEMENT FOR WORK
PERFORMED WITHIN THE VILLAGE RIGHT-OF-WAY**

THIS HOLD HARMLESS AGREEMENT, is entered into this ____ day of _____, 20__ by and between the **VILLAGE OF PALM SPRINGS, FLORIDA**, (hereinafter referred to as “**VILLAGE**”) and _____, (hereinafter referred to as “**OWNER**”).

W I T N E S S E T H:

WHEREAS, OWNER wishes to install/construct _____ in the right-of-way of the Village of Palm Springs; and

WHEREAS, if the construction will take place within the **VILLAGE** right-of-way, **OWNER** shall be required to indemnify and hold harmless the **VILLAGE** for the work performed by **OWNER** in the **VILLAGE** right-of-way; and

WHEREAS, this Agreement shall provide that **OWNER** shall hold harmless and defend the **VILLAGE** for work performed in the Village right-of-way by the **OWNER**, its contractor or agent.

NOW, THEREFORE, for the mutual covenants and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. The recitations set forth above are incorporated herein.
2. **OWNER**, in consideration of the payment of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, agrees to defend, indemnify, and hold harmless the **VILLAGE** its agents, officers, employees and servants from any and all claims, suits, causes of action or any claim whatsoever made, and damages, including, but not limited to reasonable attorney's fees and costs at the trial and appellate levels, which may result from any activity conducted by **OWNER**, its contractors or agents in relation to the work performed in the **VILLAGE** right-of-way and as

more particularly shown on the plans submitted for the development known as _____, hereinafter defined as the “work”.

3. **OWNER** warrants and guarantees to the **VILLAGE** that all work shall be constructed in accordance with the applicable codes of the **VILLAGE** of Palm Springs. The **OWNER** shall be responsible for all maintenance and repair to the work in the **VILLAGE** right-of-way and shall maintain such work in a manner that is acceptable to the **VILLAGE**. In the event that **OWNER** fails to maintain the work in an acceptable manner, as determined by the **VILLAGE** in its sole discretion, the **VILLAGE** may request that the **OWNER** remove the work from the right-of-way. If such request is made the **OWNER** shall remove the work from the right-of-way within 30 days of the request. Further, the **VILLAGE** shall have the right to request the removal of the work, for any municipal purpose, in its sole discretion, and **OWNER** agrees to remove such work within 30 days of the request. If **OWNER** fails to remove the work within the time required, the **VILLAGE** may remove such work and **OWNER** shall be responsible for all costs incurred by the **VILLAGE** for such removal.

4. **OWNER**, shall supervise and direct the installation and construction of the work, applying such skills and expertise as may be necessary to perform the work in accordance with the approved plans. **OWNER** shall be solely responsible for the means, methods, techniques, sequences and procedures of the construction and installation of the work.

5. Any claims, lawsuits or disputes that may arise under this Agreement shall be governed by the Laws of Florida, with venue in Palm Beach County, Florida.

6. This Agreement constitutes the entire agreement and understanding of the parties, as it pertains to the construction or installation of the work. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

7. **OWNER** or its contractor shall maintain worker's compensation insurance in an amount required by law and general liability insurance in the amount of one million dollars (\$1,000,000.00) governing bodily injury and property damage in standard form, insuring **VILLAGE** as an additional named insured. **OWNER** or its contractor shall provide this information to the **VILLAGE** on a Certificate of Insurance, which is acceptable to the **VILLAGE**, prior to commencing installation or construction.

8. This agreement shall not be valid unless signed by the **VILLAGE**'s Planning, Zoning and Building Director and **VILLAGE** Clerk.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first written above.

ATTEST:

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Kim Wynn, Village Clerk

By: _____
Kim Glas-Castro, PZB Director

Approved as to Form:

By: _____
Glen Torcivia, Village Attorney

WITNESSES

OWNER:

(Print or Type Name)

By: _____

(Print or Type Name)

(Print or Type Name)

Address: _____

Phone: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath.

Signature of Notary Public-
State of Florida