



INDEMNITY AND HOLD HARMLESS AGREEMENT

_____ (the Property Owner) agree(s) to indemnify and hold harmless The Village of Palmetto Bay and their officers, employees, agents or instrumentalities (the indemnified parties), from any and all claims, liabilities, demands, suits, causes of actions or proceedings of any kind or nature, losses or damages including attorneys' fees and costs of defense at both trial and appellate levels, which the indemnified parties may incur arising out of the negligence, error, omission, intentional acts, or other cause arising out of or resulting from the Property Owner's participation in the Palmetto Bay Business Improvement Grant Program. The obligation to indemnify and hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the negligent acts or omissions of the indemnified parties. The Property Owner shall pay claims and losses in connection with the all of the foregoing and shall investigate and defend all claims, suits, or action of any kind or nature, including appellate proceedings in the name of the applicable indemnified party, and shall pay all costs and judgments and attorney's fees which may issue thereon. The parties agree that this agreement, and its underlying obligations, will be construed under Florida law. The Property Owner further agrees not to contest jurisdiction nor venue in the courts situated in Miami-Dade County, Florida. In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Property Owner is solely responsible for providing contractors, and assuring that contractors are fully insured and licensed and have obtained all necessary permits in accordance with Village regulations.

Property Owner agrees that this indemnity and hold harmless agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Property Owner further states that he/she has carefully read the above indemnity and hold harmless agreement and he/she knows its contents and signs this agreement as his/her own free act. Property Owner's obligations and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event. The undersigned hereby represents and warrants that he/she has full and legal authorization to enter into this agreement.

Dated this _____ day of _____, 20____.

Property Owner
Signature _____ Print Name _____

Witness _____ Print Name _____
