

ENTRY AND HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ___ day of _____, 20___ (hereinafter referred to as the Effective Date) by and between the City of Coral Gables (hereinafter referred to as the “CITY”), a Florida municipal corporation, and _____ (hereinafter referred to as “Property Owner”), owner of real property located at _____ (hereinafter referred to as “Property”). Collectively the City and Property Owner shall be referred to as the “Parties.”

WHEREAS, the Property Owner is interested in pruning, planting/removing/relocating certain trees on the right of way adjacent to the Property; and

WHEREAS, the City, after reviewing the Property Owner’s request, wishes to allow the Property Owner to prune/plant/remove/relocate said trees on the City right of way adjacent to the Property.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties as hereinafter recited and for other good and valuable consideration, the Parties agree as follows:

RECITALS

1. The City hereby grants the Property Owner the right to prune/plant/remove/relocate certain City trees on the City right of way adjacent to the Property, which trees shall be approved by the City, prior to their planting/removal/relocation, in writing.
2. The Property Owner hereby agrees to perform said tree pruning/plantings/removing/relocating with the same standard of care that is customary in the landscaping industry. Additionally, Property Owner agrees to exercise reasonable efforts to maintain the tree(s) in a healthy condition.
3. **INDEMNIFICATION and HOLD HARMLESS:** To the fullest extent permitted by laws and regulations, the Property Owner shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the above described planting/removal/relocation of trees and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of the CITY, or the CITY’s officers, agents, or employees; or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of Property Owner or Property Owner’s contractors and/or subcontractors officers, agents, or employees. The Parties expressly agree that this provision shall be construed broadly, and Property Owner’s obligations to pay for the City’s legal defense hereunder shall arise and be fully enforceable when the City (or any of its employees, agents, representatives, or any person or organization directly or indirectly employed by the City) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the above described removal, as contemplated under this Agreement. This indemnification and hold harmless provision shall survive termination of this Agreement.
4. **AMENDMENTS AND/OR MODIFICATIONS:** Any amendments and/or modifications to this Agreement shall be made in writing. No agreement other than those outlined herein has been entered into by the Parties.
5. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any litigation hereunder shall be in Miami-Dade County, Florida.

6. **INVALIDITY OF PROVISION.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and the year first written above.

AS TO PROPERTY OWNER(S):

Signature

Signature

Print Name and Title

Print Name

Notarization as to Property Owner

State of Florida
County of Miami-Dade

NOTARY PUBLIC, State of Florida

My Commission Expires:

AS TO THE CITY OF CORAL GABLES:

APPROVED BY
DEPARTMENT DIRECTOR:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO INSURANCE:

The foregoing instrument was acknowledged before me by means of

David Ruiz
Risk Management Division