

HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ___day of _____, 201_ (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 “Indemnitor”). Collectively, the City and _____ shall be referred to as the “Parties.”

RECITALS

- A. Indemnitor is the owner of the real property described on Exhibit “A” hereto (the “Property”).
- B. Indemnitor has requested a permit (the “Foundation Permit”) for the construction of a foundation (the “Foundation Improvements”) prior to the approval of plans for the building(s) to be constructed on such foundation (the “Building Plan Approval”).
- C. The CITY is willing to issue the Foundation Permit prior to Building Plan Approval on the condition that Indemnitor execute and deliver this agreement.

NOW, THEREFORE: in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees as follows:

- 1. **Recitals.** The recitals set forth above are true, correct and incorporated herein by reference.
- 2. **Acknowledgement.** Indemnitor acknowledges and agrees that the permission granted herein does not guarantee the approval and/or issuance of any building permit(s), and therefore, Indemnitor acknowledges and agrees that any work commenced early shall be performed at Indemnitor’s sole risk (the “early Commencement Risk”). Specifically, and without limitation, Indemnitor acknowledges that the work commenced early may ultimately not be in accordance with the City, County, and State requirements, and may be required to be modified and/or removed at Indemnitor’s sole expense. The CITY shall have no responsibility or liability, whatsoever, for any costs incurred by Indemnitors or any of its contractors, subcontractors or consultants, related to the work commenced early. All such Early Commencement Risk is the sole responsibility of Indemnitor.

Indemnitor further acknowledges and agrees that issuance of the Foundation Permit does not guarantee Building Plan Approval, and therefore Indemnitor acknowledges and agrees that any Foundation Improvements made by Indemnitor pursuant to the Foundation Permit shall be at Indemnitor’s own risk. Specifically, and without limitation, Indemnitor acknowledges that the Foundation Improvements performed pursuant to the Foundation Permit may ultimately not be in accordance with the Building Plan Approval and as such, the Foundation Improvements may be required

to be modified and/or removed at the Indemnitor's sole cost. The City shall have no responsibility or liability whatsoever for any costs incurred by Indemnitor or any of its contractors, subcontractors or consultants related to the Foundation Permit and Foundation Improvements. All such Early Commencement Risk is the responsibility of the Indemnitor.

3. **Hold Harmless.** Upon issuance of the Foundation permit by the City, Indemnitor hereby agrees to indemnify, defend, protect, save, and hold harmless the City, as well as City employees, elected and appointed officials, attorneys, and agents, from and against any and all claims, loss, cost or damage including but not limited to reasonable attorney's fees and costs including appellate fees and costs in connection with the Early Commencement Risk, Foundation Improvements, or the Foundation Permit, including without limitation the possibility of having to remove the Foundation Improvements if such Foundation Improvements are not consistent with the Building Plan Approval that may ultimately be received.

4. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. This Agreement, and any agreements, documents and instruments executed in connection herewith, shall be governed by the law of the State of Florida. If any provision, or any portion of any provision, of this Agreement, shall be invalid or unenforceable, or if the application of any provision or any portion thereof to any person or circumstances shall be held invalid or unenforceable, the remaining portion of such provision, or such provision as it applies to other persons or circumstances, and the remaining provisions, shall not be affected thereby. This Agreement may be amended, superseded or cancelled only by a written instrument signed by the Parties. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs and fees, including costs of collection and reasonable attorney's fees incurred and all court costs and fees incurred in connection with any appeal of a lower court decision.

IN WITNESS WHEREOF, Indemnitor has executed the Agreement on the day and the year first written above.

Indemnitor

Signature

Print Name and Title

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledge before me this ___ day of _____, in the year _____, by _____, who has taken and oath and is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of Florida

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION