

HOLD HARMLESS AGREEMENT

WHEREAS, _____ (the "Owner"), has applied to the Miami Beach _____ (the "Department") for approval to construct _____ (the "Improvements") on _____ property located at _____, in Miami Beach, Florida, legally described in Exhibit A attached hereto, which application is filed under File No. _____ (the "Project"); and

WHEREAS, the Department and/or the _____ ("Board") has required the submittal of a hold harmless agreement, approved by the City Attorney's Office, in connection with its approval of the Project; and

NOW, THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

1. To indemnify and hold harmless and forever release and discharge the City of Miami Beach, the Department, and the City's officers, employees, personnel and agents, from any and all liability, damages or losses arising out of, or in connection with the Project, or its approval of the Project, including the costs of any suits, attorney's fees and other expenses in connection therewith, including trial and appeals therefrom.
2. To defend the City with counsel of its own choosing, pay or settle any liabilities and claims against the City of Miami Beach, the Department, and the City's officers, employees, personnel and agents arising out of, or in connection with, the approval of the Project.
3. Owner affirmatively disclaims and waives all rights, if any, to hold the City of Miami Beach, the Department, and the City's agencies, its officers, employees, personnel and agents, to any liability, including damages, caused in the event that the Project is delayed for any reason.
4. Owner acknowledges that the acceptance of the building permit to construct the Project is a complete estoppel to it, its heirs, successors and assigns as to any rights, real, apparent or otherwise, that they may have to challenge the efficacy of any conditions hereof.

IN WITNESS WHEREOF, the Owner does hereunto set its hand and seal on the year and date first above written.

[Owner]

By: _____(SEAL)

Print Name: _____

Title: _____

Date: _____

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, by _____, personally known _____ or produced identification _____ . (Please check one)

Type of Identification Produced: _____

Notary Public, State of Florida at Large

My Commission Expires:

APPROVED

Planning Director

Date _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date