Updated 09.20.2023

INSTRUMENT NUMBER

GENERAL INFORMATION

Form must be completed, notarized, and recorded with the Hillsborough County Clerk's Office. Once those steps have been finalized, please upload document to your Accela permit record. Be sure to:

- Select document type "Other Documents."
- Add "Hold Harmless" in the Document Name field.

PROJECT LOCATION

Permit No.: _____ Tax Folio: _____

Address: _____

AGREEMENT

THIS AGREEMENT is made as of this _____ day of, _____, 20_____, by: _____

_____ owner(s) (herein referred to as "Applicant") of the above referenced property, in favor of the City of Tampa, Florida (hereinafter referred to as "City").

WITNESSETH:

A. WHEREAS, the Applicant has applied to the City for a permit in accordance with a permit application submitted to the City which permit application is incorporated herein by this reference ("Proposed Permit") and,

B. WHEREAS, the Proposed Permit includes activities and / or installation of improvements in or on the following described public right-of-way:

_____

_____

C. WHEREAS, the City is willing to issue the Proposed Permit for such activities and / or installations in the public right-of-way, provided that the Applicant agrees to waive any liability that the City may have and to indemnify and hold the City harmless from any liability that may arise as a result of issuing a permit for such activity and / or installation in or on the public right-of-way.

D. WHEREAS, the Applicant, on behalf of him / herself, successors and assigns agrees to the conditions herein, which shall be and are hereby considered covenants running with the land.

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated into the body of this Agreement by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Applicant does hereby agree as follows:

1. WAIVER: The Applicant hereby waives, relinquishes, absolves, and discharges the City from any and all liability, damages, costs, and expenses of any nature whatsoever resulting directly or indirectly from the issuance of a permit by the City for the above-described activity and / or installation on public right-of-way, including, without limitation, any injuries or damages that the Applicant and the employees, contractors, subcontractors, invitees, and guests of the Applicant may suffer or incur in connection with the issuance of the above described permit by the City.
2. HOLD HARMLESS / INDEMNIFICATION: The Applicant shall defend, hold harmless, and indemnify the City from and against any and all liability, losses, claims, damages, costs, attorney(s) fees (at trial or on appeal) and expenses of whatever kind or nature which the City may sustain, suffer, incur, or be required to pay due to damages or losses suffered by any person, including without limitation, the employees, contractors, subcontractors, invitees, and guests of the Applicant. The Applicant shall repair any damage caused to the public right-of-way arising out of the issuance of the above-described permit or in connection with the activity and / or installation in, on, over, or under the public right-of-way by the Applicant as a result of the issuance of said permit.

Hold Harmless and Indemnification Agreement

3. DUTY TO REPAIR: The Applicant shall repair any damage caused to the public right-of-way arising from the Applicant's use of the public right-of-way pursuant to the permit. Applicant does hereby recognize having responsibility for maintenance of the permitted improvements regardless of notification from the City. In the event maintenance of the improvements is required, the City shall serve written notice on the Applicant and provide the Applicant with no less than five (5) days to effect such repairs, provided, however, that in the event there exists a condition creating an imminent danger to public health, safety and welfare, the City may cause the repairs to be completed without notice in a manner consistent with minimum City of Tampa standards for public transportation facilities in the right-of-way. Furthermore, in the event the Applicant fails to timely complete required repairs to the satisfaction of the public transportation facilities in the right-of-way, Applicant does hereby expressly acknowledge that in the event the City conducts repairs pursuant to the provisions herein, the City shall not be required to replace any decorative or alternative materials in the public right-of-way.
4. PERIOD OF AGREEMENT: This Agreement shall remain in effect for the longer of (a) the time period that the permit issued by the City remains in effect; or (b) the time period that the Applicant uses the public right-of-way for the permitted activity and / or installation(s).
5. COVENANT: This Agreement constitutes a covenant running with the land and shall be binding on the Applicant, successors, and assigns.
6. MISCELLANEOUS: The City may release and waive the requirements of this Agreement by executing and recording in the office of the Clerk of Circuit Court for Hillsborough County a Release and Waiver of Hold Harmless and Indemnification.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

WITNESSES

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

APPLICANT

Signature: _____

Print Name: _____

Title: _____

AFFIX
NOTARY
SEAL

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by
means of ☐ physical presence or ☐ online notarization,
this_____day of_____,_____,

by_____.
(Name of person making statement)

_____
Signature of Notary Public - State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: _____