

Prepared by: RETURN:

Town of Ocean Ridge
6450 North Ocean Blvd.
Ocean Ridge, FL 33435

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT, is entered into this ____ day of _____, 20__ by and between the **TOWN OF OCEAN RIDGE, FLORIDA**, (hereinafter referred to as “**TOWN**”) and _____ (hereinafter referred to as “**OWNER**”).

W I T N E S S E T H:

WHEREAS, OWNER owns property located at _____, Ocean Ridge, Florida, and has requested **TOWN** to allow for the installation of _____ (hereinafter referred to as the “Encroachment”) in the public right-of-way in accordance with Article IV of Chapter 34 of the Code of Ordinances; and

WHEREAS, OWNER agrees to hold **TOWN** harmless for any damage which might be caused to the Encroachment as a result of maintenance within the public right-of-way or any action brought against the **TOWN** as a result of the Encroachment in the public right-of-way.

NOW, THEREFORE, for the mutual covenants and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. The recitations set forth above are incorporated herein.
2. **OWNER** is the owner of property described in Exhibit “A”.
3. That **OWNER** wishes to install/construct the Encroachment in the area, as shown on Exhibit “B”, in the public right-of-way pursuant to the Town of Ocean Ridge Code of Ordinances.
4. **OWNER** acknowledges that the **TOWN** shall assume no responsibility or maintenance for the Encroachment and any improvements thereto, which **OWNER** places within the public right-of-way and that **OWNER** shall be responsible for the upkeep and maintenance of such Encroachment and associated improvements in the public right-of-way in accordance with the Code of Ordinances of the **TOWN**.

5. **OWNER**, in consideration of the mutual covenants set forth herein, agrees to defend, indemnify, and hold harmless the **TOWN**, its agents, officers, employees and servants from any and all claims, suits, causes of action or any claim whatsoever made, and damages, which may result from the placement or existence of the Encroachment and improvements in the public right-of-way. **OWNER** further agrees to hold the **TOWN**, its agents, officers, employees and servants harmless for any damage to the Encroachment and associated improvements **OWNER** places within the public right-of-way. It is understood that any cost for replacement or repair of the Encroachment and associated improvements shall be the **OWNER'S** responsibility, and the **TOWN** will not be held liable for any damage to the Encroachment and associated improvements as a result of any maintenance or construction within the public right-of-way by the **TOWN**.

6. The Town Manager may at any time and in his/her sole discretion, and in accordance with Article IV of Chapter 34 of the Code of Ordinances, request that **OWNER** remove the Encroachment from the public right-of-way and **OWNER** agrees to immediately remove the Encroachment from the public right-of-way. If the Owner fails to remove the Encroachment the **TOWN** shall have the right to remove the Encroachment and dispose of it.

7. All notice required or allowed by this Agreement shall be delivered in person or mailed to the party at the following address:

TOWN: Town Manager
Town of Ocean Ridge
6450 North Ocean Blvd.
Ocean Ridge, FL 33435

OWNER: _____

8. This Agreement shall be binding on the Parties, their respective heirs, successors, legal representatives, and permitted assigns and shall be recorded in the Public Records of Palm Beach County and shall run with the land.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any claim or lawsuit arising out of this Agreement shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first written above.

ATTEST:

TOWN OF OCEAN RIDGE, FLORIDA

By: _____
Town Clerk

By: _____
Town Manager

Approved as to Form:

By: _____
Town Attorney

WITNESSES:

OWNER: _____

(Print or Type Name)

By: _____

(Print or Type Name)

(Print or Type Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ (name of officer or agent), of _____ (name of corporation), a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification and did/did not take an oath.

Signature of Notary Public -
State of _____