



**BUILDING DEPARTMENT**

**HOLD HARMLESS AGREEMENT/INDEMNIFICATION AGREEMENT**

The undersigned hereby executes in favor of the City of West Melbourne, Florida, its' officers, employees, agent, and assigns, this Hold Harmless Agreement.

**WITNESSETH**

**WHEREAS**, the undersigned is seeking a building permit(s) for an improvement that is an encroachment of a public easement. The following may be permitted as an encroachment improvement: irrigation system, fence or an improvement specifically approved by Planning and Zoning Department Director or designee.

**WHEREAS**, pursuant to Chapter 18 City of West Melbourne of Ordinances, Florida, the City may issue permit(s) within City limits.

**NOW, THEREFORE**, the undersigned agrees as follows:

I, (Print Name) \_\_\_\_\_, property owner of  
(Print Address) \_\_\_\_\_

hereby agree that it shall indemnify, defend, and hold harmless the City of West Melbourne, Florida, any licenses, utility company, or independent contractors, and any of their officers, employees, and agents in both their official and individual capacity, from any and all liability, claims, damages, expenses including attorney's fees and litigation costs, resulting from or arising out of the removal or alteration of any existing permitted encroachment structure/improvement that exist in or around any public easement, deemed necessary by the City or licensed utility for the purpose of installing, removing, repairing, or maintaining any improvements allowed within the public utility easement. The property owner also agrees to have a utility locate performed prior to any digging. The undersigned acknowledges that specific consideration has been given for this indemnity provision. (\_\_\_\_ Initial)

I understand and agree that if the City or licensed utility or independent contractor removes, damages, or alters the encroachment structure/improvement that I am fully responsible for repair and/or replacement of the encroachment improvement. (\_\_\_\_ Initial)

I understand and agree that if I damage or cause damage to any existing structure, improvement, and/or utility within the easement, I am fully responsible for repair and /or replacement of the existing improvement as deemed necessary by the City and/or appropriate licensed utility company within ninety days of receipt of written notice by The City and/or licensed utility company. (\_\_\_\_ Initial)

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Signature of Owner or Agent (including Contractor)

\_\_\_\_\_  
Date

STATE OF FLORIDA

COUNTY OF BREVARD

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print Commissioned Name of Notary Public)

Personally Known  / Produced Identification

Identification Produced: \_\_\_\_\_