

## **HOLD HARMLESS AGREEMENT**

This HOLD HARMLESS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (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 building permit 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 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 (the “Early Commencement 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 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 sole responsibility of 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 attorneys’ 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 attorneys' 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 this Agreement on the day and the year first written above.

**Indemnitor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

**State of Florida**  
**County of Miami-Dade**

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_ in the year, 2019, by \_\_\_\_\_ who has taken an oath and is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
My Commission Expires:  
NOTARY PUBLIC, State of Florida

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Miriam Soler Ramos, City Attorney  
Cristina M. Suárez, Deputy City Attorney  
Stephanie Throckmorton, Assistant City Attorney  
Gustavo J. Ceballos, Assistant City Attorney

EXHIBIT "A"  
LEGAL DESCRIPTION