

**HOLD HARMLESS AGREEMENT/INDEMNIFICATION AGREEMENT**

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby executes in favor of Brevard County, 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 encroachment improvement: fence; air conditioner unit; concrete pads or an improvement specifically approved by the Planning and Development Department Director or designee.  
( \_\_\_\_\_ approved by \_\_\_\_\_ )

WHEREAS, pursuant to Chapter 22 Code of Brevard County, Florida, the County may issue permit(s) within unincorporated Brevard County.

NOW, THEREFORE, the undersigned agrees as follows:

1. I, (print name), \_\_\_\_\_ the property owner of (print address) \_\_\_\_\_, hereby agrees that it shall indemnify, defend and hold harmless Brevard County, Florida, any licensed 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 that exist in or around any public easement, deemed necessary by the County or licensed utility for the purpose of installing, removing, repairing or maintaining any improvements allowed within the public easement. The undersigned acknowledges that specific consideration has been given for this indemnity provision. ( \_\_\_\_\_ initial)
2. I understand and agree that if the County or licensed utility or independent contractor removes, damages or alters the encroachment structure that I am fully responsible for repair and/or replacement of the encroachment improvement.( \_\_\_\_\_ initial)
3. 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 County and /or appropriate licensed utility company within ninety days of receipt of written notice by the County and/or licensed utility company. ( \_\_\_\_\_ initial)

IN WITNESS THEREOF, the undersigned hereby sets his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

OWNER:

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Owner Signature

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

S E A L

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Name of Notary (Typed, Printed, or Stamped)