

Florida Hold Harmless Agreement

Governed by Fla. Stat. §§ 725.06, 768.28, 83.47 — Florida Indemnification & Hold Harmless

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 this Hold Harmless and Indemnification Agreement in favor of the Indemnitee identified below.

WITNESSETH:

WHEREAS, the undersigned (“Indemnitor”) desires to engage in or permit the Activity or Event described below, which Activity may give rise to claims, damages, or liability against the Indemnitee; and

WHEREAS, the Indemnitee agrees to permit or accommodate such Activity upon receipt and execution of this Agreement.

Activity / Event Description:

Indemnitee Name / Entity:

NOW, THEREFORE, in consideration of the foregoing, the undersigned agrees as follows:

1. I, (print name):

The property/premises address:

Street: _____ City: _____ State: _____ Zip: _____

hereby agrees that it shall defend, indemnify, and hold harmless Indemnitee, its officers, employees, agents, and assigns, in both their official and individual capacities, from any and all liability, claims, damages, expenses including attorney's fees and litigation costs, resulting from or arising out of the Activity described herein, including any liability arising from the negligence of the Indemnitee, to the fullest extent permitted by Florida law. The undersigned acknowledges that specific consideration has been given for this indemnity provision.

(initial)

2.

I understand and agree that if the Indemnitee or its officers, employees, agents, or independent contractors remove, damage, or alter any improvement, structure, or property associated with the Activity, I am fully responsible for the repair and/or replacement of such improvement or structure.

(initial)

3.

I understand and agree that if I damage or cause damage to any existing structure, improvement, or utility associated with or adjacent to the Activity, I am fully responsible for repair and/or replacement of the existing improvement within ninety (90) days of receipt of written notice by the Indemnitee and/or applicable licensed utility company.

(initial)

Florida Note: Under Fla. Stat. § 725.06, construction-contract indemnity must be limited to liability caused in whole or in part by the indemnitor's own act or omission. Under Fla. Stat. § 83.47, this Agreement may not be used to waive a residential tenant's statutory rights. Per settled Florida law (Sanislo v. Give Kids the World), this Agreement does not extend to gross negligence, willful misconduct, or intentional torts.

IN WITNESS THEREOF,

the undersigned hereby sets his/her hand this day of , 20

Owner Name Printed:

Owner Signature:

State of Florida

County of

Subscribed and sworn to before me, by physical presence or online notarization, this day
of, , 20 , personally appeared
who is personally known to me or produced
as identification, and who did/did not take an oath.

Notary Public Signature:

Seal
