



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (hereinafter “Agreement”) is entered this ___ day of _____, 20___, by and between a _____ (hereinafter “Owner”), _____ (hereinafter “Owner GC”), _____ (hereinafter “Tenant”) and _____ (hereinafter “Tenant GC”), and the CITY OF MIAMI, FLORIDA, a municipal corporation and a political subdivision of the State of Florida (hereinafter “City”) (the Owner, Owner GC, Tenant and Tenant GC and City together referred to as the “Parties”); and

WHEREAS, Owner owns the real property located _____, Miami, Florida, as legally described herein on Exhibit “A” attached hereto and incorporated herein (hereinafter known as “Property”)

WHEREAS, construction is underway at the Property for the completion of the Project known as _____ (hereinafter “Project”) under Master Permit No. _____; and

WHEREAS, the Owner and Tenant have entered into a lease agreement for demised space, Unit _____ (hereinafter “Demised Space”) within the space and Tenant desires to commence its improvements and build out/construction (hereinafter “Build Out”) in advance of obtaining a partial TCO for said demised space and to be commenced concurrently with the continued construction of the Project; and

WHEREAS, prior to the Build Out commencement, the Demised Space shall have a completed, operational sprinkler system pursuant to the approved plans for the space. The space shall have the required tests and inspections for all safety systems as deemed necessary by the office of the Fire Marshal. In addition, the Project must have two (2) floors of buffer (hereinafter “Buffer Floors”) between the Build Out and space. The Buffer Floors and Demised Space are required to have an operational sprinkler system and any other life safety systems as deemed necessary by the office of the Fire Marshal, which shall be tested and inspected by the City of Miami Fire Department prior to any permit being issued for the Build Out; and

WHEREAS, notwithstanding the final completion of the Build Out, the Demised Space cannot be occupied without the issuance of a CC or TCC for said Demised Space and CO or TCO of the Master Permit, which must include the Demised Space; and

WHEREAS, the City is willing to approve the commencement of Tenant’s Build Out of the Demised Space upon the execution of this document in addition to obtaining all necessary permits; and

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties acknowledge that the foregoing recitals are true and correct and are incorporated herein by reference as if fully set forth in this Section.

2. The Owner, Owner GC, Tenant and Tenant GC for themselves, their heirs, grantees, personal representatives, successors, assigns, agents, employees, and contractors, expressly and unequivocally agree to release, waive, forever discharge, covenant not to sue, defend, indemnify, and hold harmless the City, and its officers, officials, directors, employees, personnel, volunteers, agents, assigns, successors, representatives, attorneys, contractors, and all other persons, entities, organizations, instrumentalities, and corporations affiliated therewith of and from any and all assertions, claims, demands, suits, causes of action or claims of any nature (including by way of illustration and not limitation, actions related to property damage, loss, injury, loss of life), all damages, losses, liabilities, damage and/or loss to any property, expenses, costs (including, without limitation, court costs and attorney's fees, at all levels of proceedings [administrative, trial, and appellate levels] for any and all defense, investigation, or processing thereof whatsoever), judgments, orders, decrees, and settlements in any way based on, arising from, relating to, incidental to, or in connection with, directly or indirectly, in whole or in part, any one or more of this Agreement, the access to the Property, and the City's approval(s). The City shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive the termination of a TCO or issuance of a CO for a period coincident with the statute of limitations period applicable to the offending act, omission or default. Owner, Owner GC, Tenant and Tenant GC further agree to release, indemnify, defend, and hold harmless the City, its instrumentalities, officials, employees, and agents against all liabilities which may be asserted by an employee or former employee of the Owner, Owner GC, Tenant and Tenant GC, or any of its contractors as provided above, for which the Owner, Owner GC, Tenant and Tenant GC are liable to such employee or former employee would otherwise be limited to payments under workers' compensation or similar laws.

3. During the Build Out Period, Owner, Owner GC, Tenant and Tenant GC shall comply with all statutes, laws, ordinances, rules and regulations applicable to the possession, use, occupancy and maintenance of the herein referenced Property. Further, all provisions of the Florida Building Code, Florida Fire Prevention Code, Miami-Dade County Code Chapter 8 and City of Miami Code Chapter 10 shall be complied where applicable. Should any statute, law, ordinance, rule, regulation, rule and/or code be violated that was applicable to during the Build Out, the City reserves the right to immediately revoke, suspend or cancel any building permit or TCO issued for the Build Out and/or Demised Space.

4. The Owner, Owner GC, Tenant and Tenant GC shall be solely responsible for all its activities on the Property and acknowledge that they are proceeding at their own risk.

5. The Owner, Owner GC, Tenant and Tenant GC acknowledge and agree that nothing in this Agreement shall prejudice the City's right to impose conditions necessary to protect the public health, safety, and welfare of the abutting properties and its occupants.

6. Invalidation of any of provisions of this Agreement by judgment of a court shall not affect any of the other provisions, which shall remain in full force and effect.

7. The undersigned confirms that they are the Owner, Owner GC, Tenant and Tenant GC, respectively (or the authorized representative(s) of the Owner, Owner GC, Tenant and Tenant GC), are authorized to enter this Agreement, and have authority to bind the Owner, Owner GC, Tenant and Tenant GC.

8. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any action involving this Agreement shall be submitted to the jurisdiction of the State court of the 11th Judicial Circuit of Miami-Dade County, Florida. Owner, Owner GC, Tenant and Tenant GC expressly waiver whatever other privilege to venue they may otherwise have.

10. This Agreement shall not be transferable without prior written consent of City, which may be withheld in the City's sole discretion.

11. This Agreement constitutes and represents the entire Agreement and any other agreements between the Parties hereto and supersedes any prior understandings or agreements, written or verbal, between the Parties with respect to the subject matter herein. This Agreement shall only be amended, modified, or supplemented in writing executed by all of the Parties.

12. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity.

13. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding and have the same effect as original signatures.

[THIS SPACE INTENTIONALLY LEFT BLANK]

OWNER:

Print Name: _____
Title: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was sworn to and acknowledged before me personally on _____, 20____, by _____ who was or was not physically appeared and is known to me or presented _____ as identification and who did take an oath.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA

OWNER GC:

Print Name: _____
Title: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was sworn to and acknowledged before me personally on _____, 20____, by _____ who was or was not physically appeared and is known to me or presented _____ as identification and who did take an oath.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA

TENANT:

Print Name: _____

Title: _____

Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was sworn to and acknowledged before me personally on _____, 20____, by _____ who was or was not physically appeared and is known to me or presented _____ as identification and who did take an oath.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA

TENANT GC:

Print Name: _____

Title: _____

Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was sworn to and acknowledged before me personally on _____, 20____, by _____ who was or was not physically appeared and is known to me or presented _____ as identification and who did take an oath.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA