

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT  
AND ACKNOWLEDGEMENT OF RESPONSIBILITY**

**TO:** City of Palm Bay

**DATE:** \_\_\_\_\_

**RE: PRIVATE LANDSCAPING PLACED IN THE PUBLIC RIGHT-OF-WAY**

This Agreement is in addition to and considered an integral part of Right-of-Way Use Permit # \_\_\_\_\_ and serves as acknowledgement that a portion of the proposed private landscaping is located within the public Right(s)-of-Way known as: \_\_\_\_\_ (hereinafter Right-of-Way). Because a portion of the undersigned corporation's (hereinafter Owner) private landscaping is located within the Right-of-Way, I \_\_\_\_\_ the Owner of: \_\_\_\_\_, Address: \_\_\_\_\_ and said private landscaping accepts full responsibility for the perpetual maintenance of the private landscaping and full responsibility for any damage created by the lawful use of the Right-of-Way by the Owner and others. It is also agreed and acknowledge that it is the Owner's responsibility to maintain its private landscaping and, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that the Owner on the Owner's behalf and on behalf of Owner's heirs, successors, personal representatives and assigns, does hereby confirm, covenant and agree to indemnify, save, hold harmless and defend the City of Palm Bay, including, but not limited to, its officers, employees, officials, agents and representatives, as well as their sureties, employees, insurers, officers, successors, assigns and legal representatives (hereinafter the "City") from any and all liability against any and all loss, liability, costs, damage, expense, claim, action, suit, demand or injury of any type or nature whatsoever, including interest, suit costs and reasonable attorneys fees for any purposes whatsoever including trials and appeals and otherwise, that may occur as a result of the action or inaction on the Owner's part which the City, or any other person/s or business entity/entities who may hereafter sustain, incur or be required to pay any sums of money, arising wholly or in part due to any of its conduct, act or omission pertaining to the private landscaping within any portion of the above-mentioned Right-of-Way or any property in the vicinity of its private landscaping within any portion of the above-mentioned Right-of-Way or any adverse impact caused by the placement of the private landscaping within the public Right-of-Way. It is further agreed that this Hold Harmless and Indemnification and Acknowledgment of Responsibility shall be binding upon the Owner's heirs, successors, personal representatives, tenants and assigns shall be considered a covenant running with the land and shall be recorded in the public records of Brevard County, Florida. The undersigned covenants and warrants that he is authorized to sign it and to bind the Owner to its provisions.

NOTARY:

\_\_\_\_\_  
NAME OF CORPORATION/BUSINESS

X \_\_\_\_\_  
OWNERS SIGNATURE

MY COMMISSION EXPIRES: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE