

**Record & Return to:** Village  
of Palm Springs  
226 Cypress Lane Palm  
Springs, FL 33461-1699

**HOLD HARMLESS AGREEMENT FOR STRUCTURES  
PLACED/INSTALLED/CONSTRUCTED  
WITHIN A VILLAGE RIGHT-OF-WAY OR EASEMENT**

**THIS HOLD HARMLESS AGREEMENT**, is given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, (hereinafter referred to as “**OWNER**”), in favor of **VILLAGE OF PALM SPRINGS, FLORIDA**, (hereinafter referred to as “the Village”).

W I T N E S S E T H:

**WHEREAS, OWNER** wishes to place/install/construct \_\_\_\_\_ in the right-of way/easement of the Village; and

**WHEREAS**, Owner is the fee title holder to the property specifically described in Exhibit "A"; and

**WHEREAS**, the Village has a right-of-way easement on owner’s property described in Exhibit "A"; and

**WHEREAS, OWNER** desires to install/construct \_\_\_\_\_ (type of improvement) in the \_\_\_\_\_ (name of street) right-of-way adjacent to the property located at \_\_\_\_\_ with a property control number of \_\_\_\_\_ (hereinafter, “the Improvements”); and

**WHEREAS**, the Improvements will interfere with the Village’s right-of-way/easement rights; and

**WHEREAS**, this Agreement shall provide that **OWNER** shall hold harmless and defend the Village for work performed in the Village right-of-way/easement by the **OWNER**, its contractor or agent.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged by the execution hereof, the undersigned **OWNER** agrees as follows:

1. **OWNER** agrees to defend, indemnify, and hold harmless the Village, its agents, officers, employees and servants from any and all claims, suits, causes of action or any claim whatsoever made, and damages, including, but not limited to reasonable attorney's fees and costs at the trial and appellate levels, which may result from any activity conducted by **OWNER**, its contractors or agents in relation to the work performed in the Village right-of-way/easement and as more particularly shown on the plans submitted for the Improvements
2. **OWNER** warrants and guarantees to the Village that all work shall be constructed in accordance with the applicable codes of the Village of Palm Springs. **OWNER** shall be responsible for all maintenance and repair to the work in the Village right-of-way and shall maintain such work in a manner that is acceptable to the Village. In the event that **OWNER** fails to maintain the work in an acceptable manner, as determined by the Village in its sole discretion, at the Village's request **OWNER** agrees to remove the work from the right-of-way at **OWNER's** sole expense. If such request is made **OWNER** shall remove the work from the right-of-way within 30 days of the request. Further, the Village shall have the right to request the removal of the work, for any municipal purpose, in its sole discretion, in which event **OWNER** agrees to remove such work within 30 days of the request. If **OWNER** fails to remove the work within the time required, the Village may remove such work and **OWNER** shall be responsible for all costs incurred by the Village for such removal.
3. **OWNER** shall supervise and direct the placement/installation/construction of the work, applying such skills and expertise as may be necessary to place/install/construct the work in accordance with the approved plans. **OWNER** shall be solely responsible for the means, methods, techniques, sequences and procedures of the placement/installation/construction of the work.
4. This Agreement runs with the property described in Exhibit "A".
5. This Agreement will be construed and enforced in accordance with Florida law.
6. This Agreement constitutes the entire Agreement and may not be modified except by written agreement executed with the same formality.
7. This agreement shall not be valid unless approved and accepted by the Village Public Service Director or his duly authorized designee, as indicated by his/her signature below and attested by the Village Clerk.

Executed by Owner this \_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESSES

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

**OWNER:**

\_\_\_\_\_  
By: \_\_\_\_\_  
(Print or Type Name)

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF \_\_\_\_\_)

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Print, type, or stamp commissioned name of Notary public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

Approved and accepted on behalf of the Village of Palm Springs this \_\_\_\_ day of \_\_\_\_\_, 2021.

**ATTEST:**

By \_\_\_\_\_  
Kimberly Wynn, Village Clerk

By: \_\_\_\_\_  
\_\_\_\_\_  
Director of Public Services, Village of Palm Springs

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Glen Torcivia, Village Attorney