

TOWN OF PALM BEACH SHORES
INDEMNITY AND HOLD HARMLESS AGREEMENT

Permit # _____

THIS INDEMNITY AND HOLD HARMLESS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the TOWN OF PALM BEACH SHORES, a Florida municipal corporation, with offices located at 247 Edwards Lane, Palm Beach Shores, Florida 33404, hereinafter referred to as “Town”, and _____, in his or her individual capacity, whose address is _____, hereinafter be referred to as “_____.”

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, the Town and _____ do mutually agree as follows:

1. PARKING / STANDING OF LOW SPEED VEHICLE AT INLET SERVICE PARKING

AREA: The Town does hereby grant _____ the non-exclusive privilege of parking / standing his / her Low Speed Vehicle at the Inlet Service Parking Area in conformance with all terms and conditions contained in the “Town of Palm Beach Shores Policy for the Parking / Standing of Low-Speed Vehicles at the Inlet Service Parking Area” approved and adopted by the Town Commission via Resolution R-9-21, and attached hereto as Exhibit A.

2. INDEMNIFICATION, HOLD HARMLESS, RELEASE OF LIABILITY: In consideration

for granting _____ the non-exclusive privilege of parking / standing his / her Low Speed Vehicle at the Inlet Service Parking Area, _____ hereby agrees to indemnify, defend, save and hold harmless the Town and its respective officers, agents and employees, from all claims, damages, liabilities, losses, causes of action, liens or judgments of any kind or nature whatsoever which may arise out of, in connection with, or because of the act of parking / standing his / her Low Speed Vehicle at the Inlet Service Parking Area.

The Town assumes no responsibility whatsoever for any property damage or injury whatsoever which may be suffered by _____ or by any third party which is caused, directly or indirectly, by said parking / standing of _____’s Low-Speed Vehicle at the Inlet

Service Parking Area. The Town is hereby expressly released and discharged from any and all liabilities for any loss, injury or damage that may be sustained by _____ or by any third-party by reason of _____'s parking / standing his / her Low-Speed Vehicle at the Inlet Service Parking Area. _____ assumes full responsibility and liability for all damages, losses and liabilities caused by patent defects or conditions at the Inlet Service Parking Area during all times that _____'s Low-Speed Vehicle is at the Inlet Service Parking Area. The Town shall not be responsible for any damage or injury to, or for the personal conduct, safety and welfare of _____'s guests or invitees while any of them are at the Inlet Service Parking Area. _____ expressly releases the Town and its respective officers, agents and employees from any and all claims, damage, losses or liability associated with the parking / standing of _____'s Low-Speed Vehicle at the Inlet Service Parking Area. Nothing contained in this Agreement is intended nor shall be construed as consent by the Town to be sued, or to waive the Town's rights and immunities under the common law, or pursuant to Section 768.28, Florida Statutes, as amended from time to time. The provisions of the Paragraph shall survive the execution, delivery and performance of this Agreement.

The above terms are understood and agreed to by the Town and _____, as evidenced by the authorized signatures as set forth below.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing agreement was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20____, by _____, who is personally known to me _____ or has produced _____ (type of identification) as identification and who did/did not take an oath (circle response).

(Seal)

NOTARY PUBLIC, State of Florida

TOWN:

Alan D. Fiers, Mayor

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing agreement was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20____, by _____, who is personally known to me _____ or has produced _____ (type of identification) as identification and who did/did not take an oath (circle response).

(Seal)

NOTARY PUBLIC, State of Florida

EXHIBIT A
TOWN OF PALM BEACH SHORES POLICY FOR THE PARKING / STANDING OF LOW-
SPEED VEHICLES AT THE INLET SERVICE PARKING AREA

1. Definitions:
 - a. "Inlet Service Parking Area" means the concrete pad located at the east end of Inlet Park and the south end of the inlet access road.
 - b. "Low Speed Vehicle" means any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles. Low-speed vehicles must be equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, alert sound, and vehicle identification numbers. Low-speed vehicles must also be registered and insured in accordance with Florida law. Operators of low-speed vehicles must have in their possession a valid driver license.
2. A maximum of four (4) low-speed vehicles may park / stand at the Inlet Service Parking Area. If four (4) low-speed vehicles occupy the space at the Inlet Service Parking Area, no additional low-speed vehicles are permitted to enter the Inlet Service Parking Area.
3. Low-speed vehicle parking / standing at the Inlet Service Parking Area is allowed only during daylight hours, generally not before sunrise and not after sunset each day.
4. Low-speed vehicles must always be attended by their driver. Low-speed vehicles shall not be left unattended for any period of time.
5. Low-speed vehicle parking / standing is prohibited at all times that maintenance or emergency vehicles are present in the Inlet Service Parking Area or at the sand transfer plant.
6. Music and any loud noise emanating from low-speed vehicles is prohibited while parking / standing at the Inlet Service Parking Area. Noise violations may be enforced by citation.
7. Alcoholic beverages are prohibited in low-speed vehicles in the Inlet Service Parking Area.
8. Only those low-speed vehicles that have been issued a valid beach parking pass are eligible to utilize Inlet Service Parking Area. In order to issue a beach parking pass for purposes of Inlet Service Parking Area, the low-speed vehicle owner must execute an indemnification and hold harmless agreement and assume all risk of utilizing designated Inlet Service Parking Area.
9. The Town shall post notice of such parking / standing policy in substantially the following form:

"Low-speed vehicle parking / standing between sunrise and sunset, by permit only.
Violators may be cited or towed at owner's expense."
10. This policy shall expire September 30, 2022 unless extended by affirmative vote of the Town Commission.