

TOWN OF PALM BEACH SHORES
INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS INDEMNITY AND HOLD HARMLESS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022, 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 referred to as “Temporary User.”

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 Temporary User do mutually agree as follows:

1. **TEMPORARY USE OF TOWN PARKWAY:** The Town does hereby grant Temporary User the non-exclusive privilege of use of the Town Parkway immediately adjacent to Temporary Users privately-owned residence for the purposes of providing access during construction activities on Temporary User’s property.
2. **INDEMNIFICATION, HOLD HARMLESS, RELEASE OF LIABILITY:** To the fullest extent permitted by law and by Town of Palm Beach Shores regulations, the Temporary User agrees to indemnify, defend, save, and hold harmless the Town 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 use of the Town Parkway by the Temporary User. The Town assumes no responsibility whatsoever for any property placed on the Town Parkway premises by the Temporary User, its agents, employees, representatives, independent contractors, or invitees. The Town is hereby expressly released and discharged from any and all liabilities for any loss, injury or damage to such property that may be sustained by reason of the use of the Town Parkway under this Agreement. The Temporary User assumes full responsibility and liability for all damages, losses and liabilities caused by patent defects or conditions on the Town Parkway once the Temporary User commences use of the premises. The Town shall not be responsible for any damage or injury to, or for the personal conduct, safety and welfare of the Temporary User, its agents, employees, representatives, independent contractors, or invitees while

any of them are on the Town Parkway. The Temporary User expressly releases the Town from any and all claims, damage, losses, or liability associated with the use of the Town Parkway by the Temporary User, its agents, employees, representatives, independent contractors, or invitees. The provisions of the Paragraph shall survive the execution, delivery, and performance of this Agreement.

3. **TERM, TERMINATION:** This Agreement shall remain in full force and effect for thirty (30) days, unless extended by mutual agreement of the Parties. Such extension shall be in writing in the form of an addendum to this Agreement.
4. **RESTORATION:** Once construction activities are complete on Temporary User's private property, Temporary User shall, at its sole cost and expense, restore the area of the Town Parkway utilized by Temporary User to its original condition. Under no circumstances can trees or other long-term growth plants be removed. If, as a result of the exercise of any rights created under this Agreement, Temporary User shall damage or disturb the portion of the Town Parkway used by the Temporary User, Temporary User shall, at its sole expense, promptly repair and restore the Town Parkway and any property adjacent to it, as nearly as possible, to the condition existing prior to such damage or disturbance.

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

TEMPORARY USER:

Print Name: _____

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 _____, 2022, 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 _____, 2022, 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