

Instrument prepared by:

Return to:
Orange County Attorney's Office
P.O. Box 1393
Orlando, Florida 32802

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**
(*<insert name of development>*)

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between _____, a *<state, type of entity>* whose mailing address is *<address>* ("*Applicant*") and Orange County, a charter county and political subdivision of the State of **Florida, whose mailing address is c/o Orange County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393** ("County").

WITNESSETH:

WHEREAS, *Applicant* holds fee simple title to property located in the *<development and/or village name>*, which property is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, *Applicant* has requested that County issue *<a, or if more than one, number of permits>* building permit*<s>* in order to construct *<# of units or square footage and type of project>* on the Property (the "Project"); and

WHEREAS, *Applicant* understands and agrees that constructing the Project upon the Property before the plat is formally approved by County and recorded is being done solely at *Applicant's* risk and may place such Project at risk of having to be substantially modified or completely removed, if necessary, by *Applicant* in order for County to formally approve the plat and, in spite of these risks, *Applicant* desires to commence construction of the Project upon the Property.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, *Applicant* and County hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement by this reference.

2. **ACKNOWLEDGEMENTS.** *Applicant* acknowledges that:

(a) *Applicant* is requesting, at its sole risk, that County issue building permits prior to approval and recording of a plat;

(b) Regardless of *Applicant's* request, *Applicant* has a continuing obligation to have a plat for the Project approved and recorded; and

(c) *Applicant* understands and agrees that under no circumstances will County issue a temporary or permanent certificate of occupancy until a plat is approved and recorded for the Project.

3. **HOLD HARMLESS AND INDEMNIFICATION.**

(a) *Applicant* hereby assumes sole and entire responsibility for any and all costs associated with the need to modify or remove, if necessary, any structure, easement, dedication, or other improvement(s) constructed or placed upon the Property that may arise during County's review of the plat.

(b) *Applicant* and its successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal counsel acceptable to County), and hold County, its Board members, officers, employees, contractors, agents, and elected and appointed officials, harmless from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation damage to property, arising out of or related in any way to the

issuance of building permit(s) for the Project until such time as the plat for the Property has been approved and recorded.

4. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall run with the Property, and shall be binding on all parties having any right, title, or interest in the Property described herein or any portion thereof, their heirs, representatives, successors, and assigns.

5. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by County and *Applicant*. The foregoing notwithstanding, this Agreement shall automatically terminate upon recordation of the plat; provided, however, that *Applicant's* assumption of responsibility and agreement to release, indemnify, defend, and hold harmless County, as more fully set forth in paragraph 3 hereof, shall survive such automatic termination with respect to any event related to the issuance of the building permit(s) prior to approval and recording of the plat which may occur prior to the recording of the plat.

6. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

7. **RECORDATION.** An executed original of this Agreement shall be recorded, at *Applicant's* expense, in the Public Records of Orange County, Florida.

8. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by County or the date of execution by *Applicant*, whichever is later.

[Signature pages follow]

Hold Harmless and Indemnification Agreement
<legal name of entity>, <name of development>, <year>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: _____
Jon V. Weiss, P.E., Director
Community, Environmental, and
Development Services Department

Hold Harmless and Indemnification Agreement
<legal name of entity>, <name of development>, <year>

Applicant, a Florida <entity type>

WITNESSES:

_____ By: _____
Printed Name: _____
Title: _____
Date: _____
_____ Printed Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of ____, 20___, by _____, as _____ of _____, a _____, on behalf of said _____, who is personally known to me or has produced (type of identification) _____ as identification.

Notary Public
Printed Name _____
My Commission Expires: _____

Hold Harmless and Indemnification Agreement
<legal name of entity>, <name of development>, <year>

EXHIBIT "A"

LEGAL DESCRIPTION

(__ page(s) follow)