



**TOWN OF GRANT VALKARIA**  
 1449 Valkaria Road  
 Grant-Valkaria, FL 32950  
 Phone: (321) 951-1380 Fax: (321) 956-5660

**BUILDING DEPARTMENT**

**HOLD HARMLESS AGREEMENT/INDEMNIFICATION AGREEMENT**

The undersigned hereby executes in favor of the Town of Grant Valkaria, Florida its' officers, employees, agent and assigns, this Hold Harmless Agreement.

WITNESSETH:

**WHEREAS**, the undersigned is seeking a building permit(s) for an improvement that is an encroachment of a public easement. The following may be permitted as encroachment improvement: irrigation system, fence or an improvement specifically approved by the Town Administrator or designee.

**WHEREAS**, pursuant to Town Code of Ordinances, Florida, the Town may issue permit(s) within Town limits.

**NOW, THEREFORE**, the undersigned agrees as follows:

1. I, (print name), \_\_\_\_\_ the property owner of (print address) \_\_\_\_\_ hereby agrees that it shall indemnify, defend and hold harmless the Town of Grant Valkaria, Florida, any licensed utility company or independent contractors, and any of their officers, employees and agents in both their official and individual capacity, from any and all liability, claims, damages, expenses including attorney's fees and litigation costs, resulting from or arising out of the removal or alteration of any existing permitted encroachment structure/improvement that exist in or around any public easement, deemed necessary by the Town or licensed utility for the purpose of installing, removing, repairing or maintaining any improvements allowed within the public easement. The property owner also agrees to have a utility locate performed prior to any digging. The undersigned acknowledges that specific consideration has been given for this indemnity provision. (\_\_\_\_\_ Initial)
2. **I understand and agree** that if the Town or licensed utility or independent contractor removes, damages or alters the encroachment structure/improvement that I am fully responsible for repair and/or replacement of the encroachment improvement. (\_\_\_\_\_ Initial)
3. **I understand and agree** that if I damage or cause damage to any existing structure, improvement, and/or utility within the easement, I am fully responsible for repair and/or replacement of the existing improvement as deemed necessary by the Town and/or appropriate licensed utility company within ninety (90) days of receipt of written notice by the Town and/or licensed utility company. (\_\_\_\_\_ Initial)

\_\_\_\_\_  
 Printed Owner Name

\_\_\_\_\_  
 Owner Signature

STATE OF FLORIDA  
 COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me, or who has produced \_\_\_\_\_ as identification and who did not take an oath.

SEAL

\_\_\_\_\_  
 Notary Public Signature