

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ (month), _____ (year) by and between _____ (OWNER), whose address is _____ and the City of Naples, a Florida municipal corporation (CITY). whose address is 735 8th Street S, Naples, FL 34102.

WITNESSETH:

In consideration of the grant by CITY to the OWNER, of permission construct a mailbox, as shown on Exhibit A, in the CITY'S right of way adjacent to property located at _____

_____, OWNER agrees to indemnify, defend, and hold harmless the CITY, its agents, servants, principals, officers, employees, related entities, parent entities, subsidiary entities. successors, and assigns for and from all lawful claims. demands, actions, causes of action, judgments, executions. losses, and expenses, including but not limited to, damages to persons or property, attorneys' fees and costs arising out of and in connection with the OWNER's use of the property for the purpose stated herein.

The OWNER further agrees to assume and pay for the defense of any and all legal actions brought against the CITY, its agents. servants, principals, officers, employees, related entities, parent entities, subsidiary entities, successors, and assigns on account of such claims, demands, actions, causes of action, judgments, executions, losses, and expenses with five (5) days from the date of notice to assume such defense by or on behalf of CITY to the undersigned, and the OWNER agrees to hold harmless the CITY from all costs, expenses, damages. judgments. and attorneys' fees incident to the defense and settlement of such action. The OWNER will have the right to hire counsel, direct the litigation, and settle any such case. In no case, however, will the CITY's liability exceed the limits of sovereign immunity in section 768.28, Florida Statute.

Expressly exempt from this HOLD HARMLESS AND INDEMNITY AGREEMENT are any claims against the CITY for any actions of the OWNER or its agents, contractors, servants, principals, officers. employees, related entities, parent entities, subsidiary entities, successors, and assigns, regardless of whether such actions were intentional, grossly negligent, negligent, or amount to something less than negligence. (Hereinafter the "OWNER'S ACTIONS.") Under no circumstances will the CITY be expected to hold harmless, indemnify, or defend any suit or threatened suit involving the OWNER'S ACTIONS. Nor will the CITY be held responsible under this AGREEMENT for any of the OWNER'S ACTIONS.

If the CITY requires access io the right of way and the mailbox is obstructing the CITY's access, then the OWNER will relocate or adjust the location of the mailbox at their own expense to accommodate the CITY's access to the utility.

This AGREEMENT is to be interpreted under the laws of the State of Florida, and the parties hereby consent to the jurisdiction of Collier County, Florida.

The undersigned possesses the authority to execute this AGREEMENT on behalf of their respective parties.

PRINT NAMES: _____ (OWNER)

_____ (DATE)

PRINT NAMES: _____ (WITNESS)

Attest:

Patricia L Rambosk, City Clerk

Jay Boodheshwar, City Manager

Approved as to form and legality: _____
City Attorney