



**INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT**

\_\_\_\_\_, assumes all risks in the operation and maintenance of the outdoor area during the temporary term of the City of Pompano Beach Emergency Proclamation #20-07, and any potential extension/renewal thereto, and shall be solely responsible and answerable for all accidents or injuries to persons or property arising out of or caused in pursuance of the Phase 1 Relaunch – Dine and Shop Program, or arising out of the outdoor dining and/or retail merchandise display operation and/or maintenance of the permitted area and appurtenances thereto. Business owner further agrees to maintain its outdoor facilities in good repair and in a neat and clean condition. Business owner shall observe the conditions of City of Pompano Beach Emergency Proclamation #20-07, and all other referenced State and County Orders, including maintaining clear pathways, social distancing, as well as all laws and ordinances of the city, county, state, CDC and federal agencies directly relating to the operation of the outdoor dining and/or retail merchandise display.

\_\_\_\_\_, hereby covenants and agrees in consideration of the grant by the City of Pompano Beach (“City”) and Community Redevelopment Agency (“CRA”), for outdoor dining and/or retail merchandise display, as part of the Phase 1 Relaunch – Dine and Shop Program, and for other good and valuable consideration, to defend, indemnify and forever hold the City and CRA, its officers, officials, employees and agents, harmless against any and all claims brought against the City and CRA, its agents, officers, officials and/or employees from all claims (which shall include, but are not limited to, the defense of any claim and any and all costs in any judicial or quasi-judicial proceedings and for any and all damages or penalties of any kind or nature), for any loss, damage or injury of any kind or character whatsoever without limitation, including reasonable attorney’s fees, sustained by any person or property whatsoever kind and nature, whether direct or indirect, as a result and in relation with the operation and maintenance of temporary outdoor dining and/or retail merchandise display on City or CRA rights-of-way, private parking areas, public parking areas or public open space, whether such damages are due or claimed to be due to any carelessness, negligence or improper conduct of the Business owner, or any servant, agent or employee of the Business owner.

\_\_\_\_\_, further agrees that at any time the CITY or CRA may request the temporary removal of the outdoor dining and/or retail merchandise display, to make repairs to the sidewalk area, public rights-of-way, private or public parking areas, water, sewer, or other utilities located on such areas or adjacent to CITY or CRA property if said facilities interfere with the ability of the City or CRA to access or to make repairs. \_\_\_\_\_ agrees to Hold the CITY and CRA Harmless for any disruption, loss or termination of business during the repair period.



City of Pompano Beach  
Economic Response Team

100 W. Atlantic Blvd Pompano Beach, FL 33060  
Phone: 954.786.4048

**Phase 1 Relaunch – Dine & Shop**

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I \_\_\_\_\_ (PRINT NAME), CERTIFY THAT AS THE OWNER OR MANAGING PARTNER \_\_\_\_\_ (PRINT TITLE), OF \_\_\_\_\_ (NAME OF BUSINESS) I AM LEGALLY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE SUBJECT BUSINESS, I HAVE CAREFULLY READ THE FOREGOING INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT AND KNOW THE CONTENTS THEREOF AND HAVE SIGNED THIS DOCUMENT AS MY OWN FREE ACT.

I expressly agree that this Indemnification, Defense and Hold Harmless Agreement is intended to be as broad and as inclusive as permitted by laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number