

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT  
AND ACKNOWLEDGEMENT OF RESPONSIBILITY**

**TO:** City of Palm Bay

**DATE:** \_\_\_\_\_

**RE: PRIVATE DOCK PLACED IN THE PUBLIC RIGHT-OF-WAY**

This Agreement is in addition to and considered part of Right-of-Way Use Permit # \_\_\_\_\_ and serves as acknowledgement that a portion of the proposed private dock is located within the public Right-of-Way known as: \_\_\_\_\_.

As such, \_\_\_\_\_ owner(s) of said private dock accepts full responsibility for the perpetual maintenance of the dock and full responsibility for any damage created by the lawful use of the Right-of-Way by others. It is also agreed that I/we acknowledge that it is our responsibility to maintain our private dock and, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/we, on our behalf and on behalf of my/our heirs, successors, personal representatives and assigns, do hereby confirm, covenant and agree to indemnify, save, hold harmless and defend the City of Palm Bay, including, but not limited to, its officers, employees, officials, agents and representatives, as well as their sureties, employees, insurers, officers, successors, assigns and legal representatives (hereinafter the "City") from any and all liability against any and all loss, liability, costs, damage, expense, claim, action, suit, demand or injury of any type or nature whatsoever, including interest, suit costs and reasonable attorneys fees for any purposes whatsoever including trials and appeals and otherwise, that may occur as a result of the action or inaction on my/our part or on that of my/our heirs, successors and assigns which the City, or any other person/s or business entity/entities who may hereafter sustain, incur or be required to pay any sums of money, arising wholly or in part due to any of my/our conduct, act or omission pertaining to the private dock or any property in the vicinity of my/our private dock or any adverse impact caused by the placement of the private dock within the public Right-of-Way.

X \_\_\_\_\_  
OWNERS SIGNATURE

NOTARY:

PRINTED NAME: \_\_\_\_\_

X \_\_\_\_\_  
CO-OWNERS SIGNATURE

MY COMMISSION EXPIRES: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_