



HOLD HARMLESS AGREEMENT FOR CRANE OPERATION IN CITY'S RIGHT-OF-WAY

Engineering Division – 700 NW 19 Avenue Fort Lauderdale, FL 33311 (954) 828-5649

In association with the issuance of Engineering Permit # _____, the signatories below ("hereby referred to as Owner) individually agree to the following:

During the pendency of construction until completion, the Owner shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including attorneys' fees and liabilities of every kind, nature or degree resulting from or arising out of actions associated with the actions associated with Engineering Permit being issued by City. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The Owner further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the City, Owner shall assume and defend not only itself but also the City in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to City, provided that the City (exercisable by the City's Risk Manager) shall retain the right to select counsel of its own choosing.

(for the Crane Company)

(Name/Title-Print)

As a consideration for the permission granted herein, _____ (Owner) agrees to indemnify and hold harmless the City of Fort Lauderdale for any damages, claims or injuries that may result from the temporary traffic modification described herein.

By: _____

(Owner)

(Company Officer, President, or Authorized Agent)

Sworn and subscribed before me this ____ day of _____, A.D., 20__.

Notary Public
State of Florida at Large

My Commission Expires: _____