

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT PURSUANT TO SECTION 124.06 OF HOLLYWOOD CODE OF ORDINANCES FOR THE TEMPORARY CAFÉ ZONE EXPANSION PURSUANT TO EMERGENCY ORDER 2020-23 AND SECTION 124.02(B) FOR SIDEWALK CAFÉ'S WITHIN CITY RIGHTS-OF-WAY

In consideration for the use of the City's rights-of-way by the Permittee for use as a temporary café zone in accordance with Emergency Order No. 2020-03 and Chapter 124, Code of Ordinances, the entering of this Indemnification and Hold Harmless Agreement by the Permittee and other good and valuable consideration, the Permittee shall indemnify and hold harmless the CITY, its officers, agents and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of the Permit and this Indemnification and Hold Harmless Agreement for any personal injury, loss of life or damage to the property sustained by reason of or as a result of the use of the premises for which a notice of approval or permit was issued and entered into, or by the actions of its agents, employees, and/or invitees. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

Signature of Permittee: _____

Print Name: _____

Date: _____