

INDEMNITY AND HOLD HARMLESS
AGREEMENT

THIS DOCUMENT is executed on the _____ day of _____, 2011,
by _____
(hereafter referred to as "Contractor") in favor of THE CITY OF LEESBURG, FLORIDA
(hereafter referred to as the "City").

Contractor desires to conduct work, in connection with one of its projects, near certain high voltage electric distribution lines owned and maintained by the City. Contractor has requested that the City install line hoses on its distribution lines, for the sole purpose of providing a visual reference which will allow Contractor's personnel to see the distribution lines more clearly during their work. The City is willing to install the line hoses as requested but is concerned about its potential liability in the event any employee or subcontractor of Contractor is injured or killed while working near the lines. Therefore, to induce the City to install the line hoses and work in the vicinity of the City's distribution lines, Contractor does hereby agree to indemnify the City, its officers, agents, servants and employees (collectively referred to hereafter as the "Indemnified Parties"), and hold them harmless, from and against any liability, claim or cause of action arising out of or related to the activities of Contractor described above, as well as against any attorneys' fees, court costs or other expenses incurred by the Indemnified Parties in the defense of any liability, claim or cause of action asserted against any of them which arises out of or is in any way related to the activities of Contractor described above.

Furthermore, Contractor waives, for itself, its employees and subcontractors, its successors and assigns, any and all claims or causes of action against the City for death or injury sustained as a result of the activities of Contractor, its employees and subcontractors, while working near the electric distribution lines of the City. Both the indemnity and hold harmless obligations undertaken by Contractor herein, and the waiver by Contractor of personal claims and causes of action, shall apply to any and all claims against the Indemnified Parties, including but not limited to claims or causes of action which are the result of the negligence of the Indemnified Parties or defects in the City equipment. It is intended that this instrument shall be construed broadly in favor of the Indemnified Parties, without regard to who drafted it or caused it to be drafted, to implement to the fullest extent possible the intent that the Indemnified Parties be fully and completely absolved from and indemnified against any and all liability, claims or causes of action arising out of or related in any manner to the aforescribed activities contemplated by Contractor, whether the result of the negligence of the Indemnified Parties or any other cause whatsoever.

The individual signing this document on behalf of Contractor represents and warrants, for the benefit and reliance of the City, that he or she has the full power and authority to execute this document on behalf of the Contractor and thereby to bind Contractor to its terms, and will hold the City harmless against any loss incurred which falls within the scope of the indemnity hereby provided to the City, should Contractor be absolved from such liability by reason of the lack of authority on the part of the undersigned to bind Contractor to the terms of this document.

CONTRACTOR IS ADVISED THAT THE LINE HOSES TO BE INSTALLED BY THE CITY ARE FOR THE SOLE PURPOSE OF PROVIDING A VISUAL REFERENCE TO ASSIST IN DETERMINING THE LOCATION OF ITS ELECTRIC DISTRIBUTION LINES. THE LINE HOSES ARE NOT INTENDED TO, AND WILL NOT, FURNISH INSULATED PROTECTION WHICH WOULD PERMIT CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS TO ENCROACH INTO THE SAFE WORKING DISTANCE FROM THE LINES MANDATED BY OSHA. CONTRACTOR IS FURTHER ADVISED THAT IT MUST HAVE ONLY CERTIFIED AND QUALIFIED PERSONNEL WORKING AND OPERATING EQUIPMENT WITHIN THE WORK ZONE NEAR THE ACTUAL DISTRIBUTION LINES.

DATED this _____ day of _____, 201__.

Type or print Contractor name

BY: _____

Type name and corporate position