

# LAUDERDALE•BY•THE•SEA

## HOLD HARMLESS AND INDEMNIFICATION AGREEMENT PLANTING OF TREES IN THE RIGHT OF WAY

For good and valuable consideration received, and pursuant to Chapter 30, Article VII Landscape Code, Section 30-471 et seq. of the Code of the Town of Lauderdale-By-The-Sea ("Town"), \_\_\_\_\_, "Owner", hereby agrees to defend, indemnify, save and hold the Town, its officials, employees and agents, harmless from and against any claims, demands, actions, damages, judgments or liability of any kind asserted by, and/or in favor of, any person(s), arising out of or in any manner relating to any landscaping, utility work or any other activity performed by Owner, Owner's agents, or Owner's invitees upon, over or under a public right-of-way, swale area or other property of the Town, whether such activity was with Town's permission or otherwise. This indemnification and hold harmless shall include the payment to or reimbursement of the Town for any and all costs and expenses, including reasonable attorney fees through judgment and appeal, incurred by the Town in defending against any such claims, demands, actions, judgments or liability.

Owner hereby releases Town from any claim, demand, action, damages, judgment or other liability sustained by Owner, Owner's invitees, or Owner's agents to person or property arising in connection with the foregoing described activities. Owner further agrees to maintain the trees planted on Town right-of-way located at \_\_\_\_\_ (the "ROW"). Owner's maintenance responsibilities include, but are not limited to routine maintenance, such as trimming, treatment of trees for disease, and removal and cleaning up of any vegetation, including fruit or seeds, that fall in the ROW and adjacent roadway. Damage to the trees due to any cause shall be immediately corrected by Owner. This includes uprighting and staking any fallen or leaning trees; removal of dead or damaged material; and minor grading and replacement of sod. Any pits left from tree removal shall be filled with good soil and sod laid to match existing grade.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

Signed, sealed and delivered in the  
Presence of:

Name:

\_\_\_\_\_

Signature

STATE OF FLORIDA     }  
COUNTY OF BROWARD   }

I HEREBY CERTIFY that on this day before me by means of \_\_\_ physical presence or \_\_\_ online notarization, an officer duly qualified to take acknowledgements, personally appeared \_\_\_\_\_, as Owner of \_\_\_\_\_, (Property), personally known to be the person described in, or who produced \_\_\_\_\_ as identification or \_\_\_ is personally known to me, and who executed the foregoing and acknowledged before me that (s)he executed the same.

WITNESS my hand and seal in the County and State aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



Need assistance or clarification?  
Please contact us at (954)-640-4215 or email [building@lbts-fl.gov](mailto:building@lbts-fl.gov)