

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT, is entered into this ____ day of _____, 2020 by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation (hereinafter referred to as “**CITY**”) and **GB 1177, LLC**, a Florida limited liability company, (hereinafter referred to as “**GB 777**”).

WITNESSETH:

WHEREAS, the Delray Beach Fire Rescue Department seeks to conduct training at GB 1177, LLC, located at 1177 George Bush Boulevard (referred to as the “Property”).

NOW, THEREFORE, for the mutual covenants and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. The recitations set forth above are incorporated herein.
2. **Indemnification.** Subject to the financial limitations of Florida Statute 768.28, CITY shall at all times hereafter indemnify, hold harmless and defend the Property Owners and each of its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys’ fees, court costs, and expenses, caused or alleged to be caused by an intentional or negligent act of, or omission of, CITY, its employees, agents, servants, or officers, or accruing, resulting from or related to its use of the Property for training purposes or the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by a person or property. In the event any lawsuit or other proceeding is brought against any or all of the Property Owners by reason of any such claim, cause of action or

demand, CITY shall, upon written notice from the Property Owners, resist and defend such lawsuit or proceeding. The CITY acknowledges and agrees that an essential element of the consideration for the CITY's use of the Property was the agreement of the CITY to indemnify the Property Owner. Nothing contained herein shall be construed as the CITY's waiver of sovereign immunity.

The CITY further acknowledges that the CITY is self-insured and self-funds any liability losses. Any losses in excess of the statutory limits pursuant to FS 768.28 are covered by the CITY's excess carrier, if appropriate.

3. **Governing laws; venue.** In the event either party defaults in the performance of any of the terms of this Agreement and the other party employs attorney(s) in connection therewith, the defaulting party shall pay the prevailing party's reasonable attorneys' fees (calculated at such attorneys' reasonable and customary hourly rates and without regard to the amount in controversy) and costs of litigation.

5. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

6. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this Agreement, which alone fully and completely expresses their understanding.

7. **Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect, except by a further agreement in writing duly executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first written above.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

By: _____
Lynn Gelin, City Attorney

GB 1177, LLC

By: _____
Print Name: THOMAS LAUDANI
Title: MANAGER

STATE OF MASSACHUSETTS
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of July, 2020, by Thomas Laudani (name of member, manager, officer or agent), as Manager (title of member, manager, officer or agent), of GB 1177, LLC (name of company acknowledging), a Florida (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or has produced license, driver's (type of identification) as identification.

Notary Public – State of ~~Florida~~ MA

