

RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT FOR DEBRIS REMOVAL

_____ (Name of HOA, Owner or Tenant
"Owner") hereby authorizes the City of Haines City, Florida its officers, employees, agents, contractors
or subcontractors ("City") to enter upon Owner's private property _____
(Address) commonly identified as See Attachment "A" (Legal Description of Subject Property)
("Premises"), for the purpose of removing debris caused by Hurricane Irma, subject to the following
terms and conditions:

1. **Grant of Right of Entry:** Subject to the authorization by City for removal of hurricane debris, Owners hereby grants City a right of entry over and upon the Premises for the purpose of removing and clearing hurricane damaged debris affecting the structure(s) thereon, subject to the further conditions in this Agreement. *It is fully understood that this Agreement does not create a formal obligation for the City to perform debris removal. Owner acknowledges that hurricane debris removal is subject to the approval of the City Manager or his designee(s) and is for the purpose of health safety and welfare of the citizens of City.*
2. **Hold Harmless:** City shall not be liable for, and Owner shall indemnify and hold harmless City and its officers, employees, agents, contractors and subcontractors, against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanic's liens or other liens, labor disputes, losses, damages, expenses, personal injury, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter referred to as "Claims"), which arise out of or are in any way connected to actions arising out of this Agreement, and hereby release, discharge and waive any Claims and action, in law or equity, arising therefrom. In addition, the Owner shall indemnify and hold the federal government, its agencies and employees, harmless from any claims arising from or based upon the exercise or perform, a discretionary function or duty on the part of any federal agency or any employee of the federal government in carrying out the provisions of the Stafford Act or the removal of debris
3. **No City Assumption of Liability for Remediation:** In consideration of the assistance City is providing to Owner under this Agreement, at no cost to Owner, City assumes no liability or responsibility, and Owner shall not seek to recover from the City, any costs of remediation of damages to the Premises incurred due to damage from Hurricane Irma or due to actions taken pursuant to this Agreement.
4. **City Agents:** Any person, firm, or corporation authorized to work upon the Premises by the City shall be deemed to be City's agent and shall be subject to all applicable terms hereof.
5. **Authority:** Owner represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement and that the person executing this

Agreement is authorized to do so and that said person is either the fee title owner of the Premises or is a tenant holding a current and proper lease of the Premises.

6. **No Waiver of Sovereign Immunity:** Nothing herein is intended to act as a waiver of the City's sovereign immunity. The limit of the City's liability to any person, including the Owner and all third parties, shall be established by §768.28 of the Florida Statutes and shall apply in any and every instance, regardless of whether the theory of liability sounds in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
7. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
8. **Modification:** The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.
9. **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
10. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Florida and any claims or disputes arising out of the terms of this Agreement shall be litigated in the appropriate County or Circuit courts of the Tenth Judicial Circuit in Bartow, Florida.

CITY OF HAINES CITY, FLORIDA

OWNER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____