

**INDEMNIFICATION**

[Sidewalk Sign]

To the fullest extent permitted by law and in consideration of the right, license or privilege to place a sign upon a public sidewalk located adjacent to \_\_\_\_\_ [Address], \_\_\_\_\_ [Name of Corporation, LLC, etc.], (the "Indemnitor") agrees to indemnify, defend, release and hold harmless the City, its officers, agents and employees, from and against any and all claims, damages, losses, costs and expenses, direct, indirect, or consequential (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs, including pre-trial, trial and appellate fees and costs) arising out of or resulting from the Indemnitor's placement and maintenance, or the placement and maintenance by Indemnitor's officers, agents, employees or contractors, of a sign at the location specified above, whether or not such placement and maintenance be negligent, reckless or wrongful. The Indemnitor's obligations hereunder shall not be reduced by the comparative negligence of the City, its officers, agents or employees.

The parties agree that, to the extent the written terms of this Indemnification conflict with any provisions of Florida law or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such law or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Signature

**STATE OF FLORIDA  
COUNTY OF POLK**

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_, as \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Corporation, LLC, etc], who is [ ] personally known to me or who [ ] presented \_\_\_\_\_ as identification.

**WITNESS** my hand and official seal in the State and County aforesaid on this \_\_\_\_ day of \_\_\_\_\_, 2010.

NOTARY SEAL:

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