

CITY OF MIAMI
BUILDING DEPARTMENT
444 S.W. 2nd Avenue, 4th Floor, Miami, FL 33130
Telephone No. 305.416.1100

**INDEMNIFICATION / HOLD HARMLESS
AFFIDAVIT**

DATE: _____

RE: PROPERTY(S) LOCATED AT:

DATE
APPROVED _____

TO: CITY OF MIAMI, FLORIDA
ATTN: BUILDING DIRECTOR
444 SW 2 AVENUE
4th FLOOR
MIAMI, FL 33130

City Manager or Designee

FROM: _____
Legal owner of the above property.

The undersigned hereby affirms that he/she is the legal owner of the above-referenced property. Furthermore; the undersigned hereby acknowledges that he/she has heretofore made application(s) for and received approval from the City of Miami, Florida, for the following:

Temporary Permit # ___ - _____ On ___/___/___ by Building Department
(Date approved) (City dept. / City commission)

In connection with the foregoing, the undersigned is hereby requesting the City of Miami, Florida, to issue a building permit (s) for the construction of the following described improvement (s) on the property prior to the expiration of the deadline for the applicable appeal period: _____

The undersigned understands that in connection with the above-referenced property the applicable appeal period deadline for the above-mentioned approval(s) is as follows:

_____/___/_____.

In consideration of the City of Miami, Florida agreeing to issue a building permit(s) to the undersigned as herein requested, the undersigned agrees as follows:

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Permit # ___ - _____

- (a) The owner and affiant (name) agrees to pay all actual or estimated permit costs and other applicable city regulatory fees associated with the improvements requested to be built prior to issuance of any building permits by the City of Miami;
- (b) Acknowledge he/she is proceeding at their own risk and hereby agree to assume all responsibility and to indemnify, defend and hold harmless the City its officers agents and assigns in connection herewith;
- (c) Immediately cease all construction on the property if an appeal is filed within the appeal period;
- (d) Acknowledge that the City may impose conditions on approval which are required by State, County or City laws and regulations that are otherwise necessary to insure the public health, safety and welfare of the citizens of the City, and that the City may enforce the terms of this affidavit by its issuance of any building permit(s) ;
- (e) Acknowledge that the issuance of building permit(s) to the undersigned is not a grant of any vested right whatsoever for use or completion of construction on the property; and
- (f) To indemnify, defend, and hold harmless the City its officers, agents and assigns from any claims, demands, liabilities, losses, causes of action of any nature whatsoever arising out of or in connection with the permit(s) issued or any part thereof, from and against all cost, fees expenses, liabilities, any orders, judgments, or decrees which may be entered and from and against all costs for attorneys fees, expenses and liabilities incurred in the defense of such claim or in the investigation thereof.

Print Owner Name and Affiant's

Owner's Signature and Affiant's

(STATE OF FLORIDA
COUNTY OF MIAMI-DADE)

The undersigned instrument was acknowledged before me this ___ day of _____, 20___ he/she has personally appeared before me and is known to me or has produced _____ as identification and did (did not) take an oath.

Name:
Notary Public –State of Florida
Commission no:
My commission expires: