



DEVELOPMENT SERVICES
CITY OF CORAL SPRINGS FLORIDA

BUILDING DIVISION

REQUEST OF OWNER OR PERMIT HOLDER FOR A SECOND PERMIT DUE TO ABANDONMENT OF WORK OR INABILITY OF CONTRACTOR TO COMPLETE WORK AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT PURSUANT TO SECTION 304.4 OF THE SOUTH FLORIDA BUILDING CODE OR SECTION 104.9.4.4 OF THE FLORIDA BUILDING CODE

This AGREEMENT (hereinafter referred to as AGREEMENT) of the _____ day of _____, 20____, between the City of Coral Springs (hereinafter referred to as CITY), a Florida municipal corporation, through its Building Division and _____ (hereinafter referred to as OWNER/PERMIT HOLDER), a resident of _____ (City) _____ (State).

WITNESSETH:

WHEREAS, OWNER/PERMIT HOLDER is the owner of, and a permit holder for construction being carried out on property generally located at _____, Coral Springs, Florida and more specifically described as _____; and (Address) (Legal Description)

WHEREAS, on the _____ day of _____, 20____, OWNER/PERMIT HOLDER initially obtained a permit (No. _____) by the CITY under the provisions of the South Florida Building Code/Florida Building Code (INITIAL PERMIT) issued to _____ for construction to be performed on the property pursuant to the Permit; and

WHEREAS, OWNER/PERMIT HOLDER initially employed a contractor (CONTRACTOR) whose name is _____ and whose license number is _____ to perform construction; and

WHEREAS, the construction has been abandoned or the CONTRACTOR is unable or unwilling to complete his contract; and

WHEREAS, there has been a resulting change of CONTRACTOR to complete the construction; and

WHEREAS, OWNER/PERMIT HOLDER desires to terminate the contractor currently holding the permit and replace with second contractor because: _____

WHEREAS, OWNER/PERMIT HOLDER desires to employ a second contractor (SECOND CONTRACTOR) whose name is _____ and whose license number is _____ to complete the construction; and

WHEREAS, OWNER/PERMIT HOLDER requests that a second permit (SECOND PERMIT) be issued by the CITY under the Section 304.4 of the South Florida Building Code or Section 104.9.4.4 of the Florida Building Code for the performance of the construction subject to the terms and conditions contained in this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. The above recitals are expressly incorporated in and made a part of this AGREEMENT as though fully set forth herein.
2. OWNER/PERMIT HOLDER warrants and represents that the above recitals are true and correct.
3. OWNER/PERMIT HOLDER agrees to indemnify, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action, liens or judgements for any personal injury, death, property damage and any other losses, damages, charges, or expenses, which may arise out of, or in connection with this AGREEMENT, or as a result of the exercise or performance of any and all rights, duties, responsibilities and powers as set forth in the South Florida Building Code including, but not limited to, the issuance of the SECOND PERMIT under Section 304.4/Florida Building Code Section 104.9.4.4, specifically including those claims occasioned in whole or in part by any act or omission of the CITY, or its officers, agents or employees. OWNER/PERMIT HOLDER shall pay all claims, losses, liens, settlements or judgements of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits (including attorney fees on appeal), in the name of CITY when applicable and shall pay all costs and judgements which may issue thereon. CITY reserves the right to select its own legal counsel to conduct its defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of OWNER/PERMIT HOLDER under this AGREEMENT. Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.
4. Prior to the issuance of a SECOND PERMIT, OWNER/PERMIT HOLDER shall file with the Chief Building Official of the CITY, a fully executed original of this AGREEMENT.

IN WITNESS WHEREOF, the AGREEMENT has been signed as of the first date written above.

HOLDER*

(Signature)

OWNER/PERMIT

HOLDER*

(Print Name)

OWNER/PERMIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

This instrument was acknowledged before me on _____

_____ (date), by _____
(name(s) of person(s))

NOTARY PUBLIC

(Print Name)

My commission expires:
