

Prepared by:

Project: _____

RE Parcel #: _____

**USE AND HOLD HARMLESS
AGREEMENT
(JEA Fee Ownership)**

This Use and Hold Harmless Agreement, ("Agreement") made this _____ day of _____, 20____, between _____, whose address is _____ and **JEA**, a body politic and corporate with offices at 21 West Church Street, Jacksonville, Florida 32202 ("JEA").

WITNESSETH:

WHEREAS, JEA is the owner of certain property which is more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, _____ intends to have ingress and egress over the Property.

WHEREAS, _____, for itself, it's successors and assigns is willing to indemnify, defend and hold JEA harmless from damages and expenses which may be incurred as a direct or indirect result of such use and certain other conditions.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. JEA acknowledges and agrees that _____ may use the Property shown on Exhibit "A" for and ingress and egress beginning on _____ and terminating on _____. JEA reserves the right to terminate ingress and egress before the terminating date.

2. It is understood and agreed that ingress and egress shall not interfere with JEA's use of the Property. In the event of any such interference, _____ upon receipt of notice from JEA, shall cause any such interference or obstruction to cease and make such modifications in the use of the Property as may be reasonably required to prevent such interference in the future.

3. _____ is solely responsible and agrees to repair any damages to JEA's Property that result from _____'s use of the property including but not limited to alteration of topography or drainage and replacement of grass and landscaping.

4. _____ shall hold harmless, indemnify and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury to persons, including, but not limited to death, or damage to property, arising out of or incidental to parking of vehicles and ingress and egress on Property, unless due to or caused by gross negligence of JEA, it's governing board, members, officers, employees, agents, successors or assigns.

5. Before starting work pertaining to this Agreement, and without limiting its liability under this Agreement, _____ will procure and maintain at its sole expense insurance of the types and in the minimum amounts stated below:

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u> for Florida Statutory coverage and Employer's Liability (incl. appropriate Federal Acts)	\$500,000 each accident employer's liability
<u>Commercial General Liability</u> for Premises-Operations Products-Completed Operations Contractual Liability Independent Contactors Broad Form Property Damage	\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily injury & property damage/ Combined single limit
<u>Automobile Liability</u> All autos-owned, hired, or non-owned	\$1,000,000 each occurrence/ Combined single limit

6. Any waiver at any time by JEA of its rights with respect to _____ or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.

IN WITNESS WHEREOF, _____ and JEA have caused these presents to be executed on the day and year first above written.

WITNESSES:

JEA:

(print)_____

Donald L. Burch, Jr.
Director, Real Estate Services

(print)_____

**STATE FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ and who is personally known to me or has produced
_____ as identification and did/did not
take an oath.

(print)_____
NOTARY PUBLIC
My commission expires:

WITNESSES:

Company:

(print) _____

(print) _____

(title) _____

(print) _____

**STATE FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ and who is personally known to me or has produced
_____ as identification and did/did not
take an oath.

(print) _____

NOTARY PUBLIC

My commission expires:

Revised 9/3/02
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