



## FORM 5 – HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ACKNOWLEDGEMENT

**Bidder / Proposer Name:** \_\_\_\_\_

**Solicitation No.:** \_\_\_\_\_

### Indemnification and Hold Harmless Agreement

To the fullest extent permitted by Florida law, the Contractor (hereinafter referred to as the "Indemnitor") shall indemnify, defend, and hold harmless the City of Florida Procurement Hub, its officers, elected officials, employees, agents, and volunteers (collectively, the "Indemnitees") from and against any and all claims, liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees and court costs, arising out of or resulting from:

- Any act, error, omission, negligence, or misconduct of the Indemnitor, its employees, agents, subcontractors, or anyone directly or indirectly employed by them, in the performance of services under this Agreement or Contract;
- Bodily injury, sickness, disease, or death of any person; or
- Damage to or destruction of tangible or intangible property, including loss of use, resulting therefrom.

This obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any party or person described in this section. The obligations set forth herein shall survive the expiration or termination of the contract.

Nothing in this Agreement shall be interpreted to waive the sovereign immunity of the Municipality under section 768.28, Florida Statutes.

### Acknowledgement and Signature

By signing below, the undersigned acknowledges and agrees to the terms of this Hold Harmless and Indemnification Agreement.

**Authorized Signature:** \_\_\_\_\_

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

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_