

CITY OF ST. AUGUSTINE

RELEASE AND WAIVER

COMES NOW _____ (“OWNER”), whose mailing address is _____, who for good and valuable consideration, including the mutual promises and covenants herein contained, the adequacy and receipt of which are hereby acknowledged, hereby releases and holds harmless the **CITY OF ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY** (“CRA”) and the **CITY OF ST. AUGUSTINE, FLORIDA** (“CITY”), whose mailing address is P.O. Box 210, St. Augustine, Florida 32084, as follows:

The OWNER, for itself, its legal representatives, heirs, officials, agents, employees and assigns hereby authorizes the repair of the church building located on the OWNER’S property, as described in **EXHIBIT “A” – SCOPE OF WORK**, which is hereby incorporated by reference, and releases, waives and discharges the CITY, its officials, agents, contractors, and employees from all liability to the OWNER, its legal representatives, successors and assigns for all and any claims, including, but not limited to, torts, breach of contract, regulatory claims, wrongful death, and common law or statutory warranty claims, including reasonable attorney’s fees and court costs at trial or appellate levels, to OWNER’S person or property, whether real or personal, whether caused by negligence or otherwise, arising out of the repairs described herein located on the OWNER’S property. No third-party beneficiaries are contemplated or created pursuant to the terms of this Agreement.

INDEMNIFICATION: OWNER agrees, to the extent allowed by law and except and to the extent caused by the City’s gross negligence or intentional misconduct, to protect, defend, reimburse, indemnify and hold the CITY, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable attorney fees, and causes of action of every kind and character by reason of any damage to property or the environment or bodily injury, including death, incurred or sustained by any other person or any governmental agency arising out of or incident to or in connection with the repairs described herein. OWNER recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of this indemnification in accordance with laws of the State of Florida.

DUTY TO COOPERATE: OWNER agrees to timely and completely cooperate with CITY, its officials, agents, contractors, and employees, in all aspects of the scope of work, including but not limited to, providing access to the structure and property, complying with safety protocols and access restrictions on an active worksite, and completing any necessary ancillary documentation as a condition of the Institutional Rehabilitation Program. In addition, OWNER understands and agrees that onsite contractors and subcontractors are under the supervision and control of CITY, and any OWNER questions or concerns must be directed to CITY officials and not to the on-site contractor or subcontractors. OWNER’S cooperation is a key condition of OWNER’S participation in the Institutional Rehabilitation Program, and failure to cooperate may result in suspension or termination of OWNER’S eligibility in the program.

NO WARRANTY: The CITY does not make any representation nor extends any warranties of any kind, either express, implied, statutory, or otherwise, with respect to the subject matter of this Agreement.

NO WAIVER OF SOVEREIGN IMMUNITY: Notwithstanding anything to the contrary in the foregoing or within this Release and Waiver Agreement, the CITY shall not relinquish or waive any of its rights as a sovereign local government and the CITY reserves all rights and defenses under applicable sovereign immunity law.

OWNER further acknowledges that this Release and Waiver affects its legal rights and that OWNER freely, voluntarily and knowingly agrees to and executes this Release and Waiver after having received the opportunity to seek legal counsel for advice as to its legal rights and after its free and voluntary decision whether to seek legal counsel.

“OWNER”

Signed, sealed and delivered
in the presence of:

Print: _____

Witness

Title: _____

Print: _____

Date: _____

Witness

Print: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, personally appeared before me, by means of [] physical presence or [] online notarization, _____, who is personally known to me or who has produced _____ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this _____ day of _____, 2020.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY

Notary Public, State of Florida

EXHIBIT "A"

SCOPE OF WORK