



Division of Consumer Affairs

Water Taxi Provider Indemnification Agreement

In order to obtain a revocable license from Palm Beach County for the provision of Water Taxi services, all providers must execute an indemnification agreement that meets Palm Beach County Code, Chapter 17, Article XIV – Water Taxi, Section 17-436—Indemnification.

1. To the fullest extent permitted by laws and regulations, the Provider shall indemnify, defend, save and hold harmless, Palm Beach County, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, direct indirect or consequential arising out of, or in consequence of the services furnished by, or the operations of the Provider, or its subcontractors, agents, officers, employees or independent subcontractors pursuant to the performance of the license agreement.
2. To the fullest extent permitted by laws and regulations, the Provider shall indemnify, defend, save and hold harmless, any municipality which has a Designated Docking Facility where Provider intends to dock and operate its Water Taxi services, the municipality's officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, direct indirect or consequential arising out of, or in consequence of the services furnished by, or the operations of the Provider, or its subcontractors, agents, officers, employees or independent subcontractors pursuant to the performance of the License Agreement.
3. Provider shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).
4. Palm Beach County and each affected municipality reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the Provider under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive Palm Beach County's or an affected municipality's rights and immunities under the common law or F.S. § 768.28, as amended from time to time.

By signing below, I agree to the term and conditions of the Provider Indemnification Agreement.

Signed: _____ Date: _____

Printed Name: _____ Title: _____