

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY

REGULAR PAINT VOUCHER PROGRAM/NEIGHBORHOOD ENHANCED PAINT PROGRAM

RELEASE AND INDEMNIFICATION (HOMEOWNER)

The undersigned, consisting of all of the record owners of the property set forth below, in consideration of participation in the Regular Paint Voucher Program and/or the Neighborhood Enhanced Paint Program (as amended from time to time, collectively, the "Program") do hereby (i) release the Hallandale Beach Community Redevelopment Agency ("HBCRA"), its board members, employees, agents and attorneys from any and all claims, liabilities, damages, losses, and costs (including attorney's fees and costs at both the trial and appellate levels) which the undersigned has or may have against the HBCRA, its board members, employees, agents and attorneys arising from, related to or in connection with the undersigned's participation in the Program including any claims, losses, causes of action, liabilities, and damages resulting from the acts or omissions of third parties such as contractors, subcontractors, materialmen and volunteers, and (ii) indemnify, protect, defend, and hold harmless the HBCRA its board members, employees, agents and attorneys from claims, liabilities, damages, losses, and costs (including attorney's fees and costs at both the trial and appellate levels) to the extent caused by the acts or omissions of the undersigned and/or any contractors, subcontractors or other parties providing labor or materials in connection with the undersigned's participation in the Program as well as any volunteers. The undersigned hereby authorizes the any volunteers provided by the HBCRA to enter upon the property and assist with painting and installation of landscaping at the undersigned's residence.

The undersigned also authorize the HBCRA the right to capture, modify and reproduce the image of the property through still photographs, video, digital photography, digital recording or any other means (collectively, the "Media") and to use the same for promotional, advertising, publicity, business and/or any other lawful purpose(s) in any medium whatsoever including print and electronic form, for use in all markets and on the HBCRA's website. The undersigned also hereby expressly releases the HBCRA its board members, employees, agents and attorneys from any privacy, defamation, or other claims that the undersigned may have arising out of the use of the Media. There will be no financial or other remuneration for any use of the Media, either for initial or subsequent use.

The undersigned acknowledges and agrees that there the participation in the Program is sufficient consideration for the releases, indemnifications and other agreements set forth herein. This Release and Indemnification will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Broward County. If any party commences an action against the other party to interpret or enforce any of the terms herein, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

WAIVER OF JURY TRIAL. THE UNDERSIGNED WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS RELEASE AND INDEMNIFICATION.

The undersigned have read and understand the foregoing and are competent to execute this Release and Indemnification.

Signature

Signature

Print Name: _____

Print Name: _____

Property Address: _____, Hallandale Beach, FL 33009

Phone Number: _____

Dated: _____, 2020

Email Address: _____