

September 30, 2024

Central Florida Electric

Waiver Defense, Hold Harmless and Indemnification Agreement

The attached hold harmless is provided by Central Florida Electric Company. Forms are available at City Hall. Should you decide to complete the form, make sure that your meter number is on the form and bring your driver's license when dropping the form off. You may drop off at City Hall and CFEC will pick them up for processing.

CONSENT AND
WAIVER DEFENCE, HOLD HARMLESS AND IDEMNIFICATION AGREEMENT.

THIS AGREEMENT made this ___ day of _____, 20__ by and between CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC., a Florida cooperative, non-profit, membership corporation, whose mailing address is PO Box 9 Chiefland, FL 32644_ ("CFEC") and (Print Name) _____, whose mailing address _____ is ("Member").

WITNESSETH:

WHEREAS, Member ("Member" as defined by Tenant, Owner or Member Representative) requests that CFEC perform certain work and reconnect it after repairs have been made, however, the repairs have not been certified by the required governmental authorities; and

WHEREAS, Member acknowledges that CFEC is not a governmental entity, does not employ certified electricians, and cannot certify the repairs done. CFEC agrees to reconnect Member in consideration of Member agreeing to defend, indemnify and hold CFEC harmless from any and all liability in connection therewith.

NOW, THEREFORE, in consideration of the premises as well as other good and valuable considerations, the parties agree as follows:

1. Member certifies that they are the lawful owner or tenant of the property located at the address listed above and have proper legal standing to execute this agreement.
2. Member certifies that repairs made to their property meet all applicable building codes.
3. In recognition of the uncertainty this places CFEC regarding liability, Member agrees to obtain certification as soon as possible and defend, indemnify and hold CFEC harmless as hereafter provided. CFEC will notify the proper governmental authority that work has been performed at this location.
4. Member recognizes the emergency nature of the work performed and consents to and approves all work performed by CFEC and waives the ability to make claim for any deficiencies in said work **and will ensure that the structure main breaker is in the off position.**
5. Member agrees to be solely responsible for and defend, indemnify and hold harmless CFEC, its agents, officers, servants and employees from any and all liability for any loss, costs or damages whether to persons, property or otherwise, including personal injury and death arising from the reconnection of power prior to the certification by the proper governmental authority of the repairs. This defense, indemnification and hold harmless agreement shall be construed in its broadest sense to indemnify CFEC, its agents, officers, servants or employees from any and all liability as specified herein for property damage, personal injury, death or otherwise to any persons whomsoever arising from the installation, use and maintenance of the equipment.
6. This agreement shall be construed and enforced in accordance with the laws of the State of Florida. In the event of a breach of this agreement by either party, the non-defaulting party shall be entitled to maintain an action for damages, injunction or otherwise as may be otherwise permitted under the laws of the State of Florida.
7. In any litigation arising in connection with the enforcement of this agreement, CFEC shall be entitled to recover its reasonable attorney fees and costs, in addition to damages or other relief to which it is otherwise legally entitled.
8. In any litigation arising out of or in connection with this agreement or the work performed hereunder, proper venue for said litigation shall be in a court of competent jurisdiction in and for Levy County, Eighth Circuit, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement effective the day and year first above written.

Signed in the presence of:

Print: _____ Sign: _____

Witness

Print: _____ Sign: _____

Member:

Member Signature / Meter # _____

Map Location Number: _____

Central Florida Electric Cooperative, Inc.

By: 

Title: General Manager

Print Name: Denny George