

**Building Permit No.:** \_\_\_\_\_

**Phase Permit No.:** \_\_\_\_\_

**Fire** (Except New Construction): \_\_\_\_\_

**Parking:** \_\_\_\_\_

**Planning & Zoning:** \_\_\_\_\_

Attached Board Orders: \_\_\_\_\_

**PHASED PERMIT – NEW CONSTRUCTION AND INTERIOR ALTERATIONS ONLY INDEMNITY AND HOLD HARMLESS**

**WHEREAS,** \_\_\_\_\_ (Property Owner), in accordance with the Florida Building Code, [Section 105.13](#) entitled "Phased Permit Approval", wishes to commence construction at Address: \_\_\_\_\_, hereinafter "the Project"; **and,**

**WHEREAS,** the Building Official is willing to issue a Phased Permit, subject to the Written Procedures governing the Phased Permit, the receipt of which is hereby acknowledged by the Owner and Contractor; and

**WHEREAS,** a National Pollutant and Discharge Elimination System (NPDES) permit may be required. Storm water, erosion and sediment control during construction, demolition, or related activities that impact one-half (1/2) acre or more, shall be in accordance with the City's Municipal Separate Storm Sewer System (MS4) permit; and

**WHEREAS,** separate permits from the City of Miami Beach Public Works Department are required prior to work in the public right of way and in easements dedicated to the City; and

**WHEREAS,** all construction activity on new or existing structures within an historic district or site require a certificate of appropriateness in advance from the Historic Preservation Board or staff as required by the City Code; and

**WHEREAS,** all construction activity on new or existing structures not located within an historic district or site may require review and approval in advance from the Design Review Board. Construction activity not requiring board approval must be consistent with the Land Development Regulations; and

**WHEREAS,** this Phased Permit does not allow any demolition; and

**NOW THEREFORE,** in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledge, Owner hereby agrees as follows:

1. In accordance with the Florida Building Code, Sec. 105.13, Owner agrees to indemnify and hold harmless and release and discharge the City of Miami Beach (hereinafter "City"), including its employees, from any and all liability arising out of, or in connection with the issuance of said Phased Permit.
2. Owner agrees that this Phased Permit for the structure shall proceed at the holder's own risk with the building operation and without any assurance that a building permit for the entire structure will be granted. Owner further agrees that corrections may be required at the time of the issuance of the building permit to meet the requirements of the technical codes as well as the Land Development Regulations of the City Code and all applicable development orders.
3. Owner agrees that if any work occurs beyond permitted scope of work on the Property, the Phased Permit shall be automatically revoked by the Building Official without further notice to the Property

Owner and Contractor and all construction shall immediately stop.

4. Owner agrees that if construction occurs on or over public property or a City easement, all encroachments shall be demolished, with proper permits, prior to the building permit being issued for the entire structure.
5. Owner agrees that the Phased Permit does not imply review of or compliance with the Florida Fire Prevention Code and that any work requiring a Fire Permit is not included in this Phased Permit and therefore cannot commence without said permit. Any required Fire Permit cannot be issued without an approved design document as prescribed in Florida Statutes.
6. The obligations of the Owner under this Agreement shall become operative and effective only upon the issuance to Owner of a Phased Permit for construction.
7. Owner acknowledges that the acceptance of the Phased Permit is a complete waiver and estoppel as to any rights, real, apparent or otherwise, to challenge the validity of any conditions hereof.
8. Owner acknowledges that any construction activity in violation of the above may require correction or removal to come into compliance with City Code and other applicable laws and regulations, at no cost to the City.

**IN WITNESS, WHEREOF,** \_\_\_\_\_ and \_\_\_\_\_ do hereunto set their hand and seal on the date and year as indicated below.

**Registered Owner/Agent or GC:** \_\_\_\_\_

**Registered Contractor:** \_\_\_\_\_

The foregoing instrument was acknowledged before me, **by means of means of**

The foregoing instrument was acknowledged before me, **by**

physical presence or  online notarization,

physical presence or  online notarization,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_, who is personally known to me or

by \_\_\_\_\_, who is personally known to me or

who has produced \_\_\_\_\_ as identification

who has produced \_\_\_\_\_ as identification.

Notary Public, State of \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

County of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Signature

\_\_\_\_\_  
Printed Name and Signature

Commission Number: \_\_\_\_\_

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Accepted:

\_\_\_\_\_  
Building Official

\_\_\_\_\_  
Date

**This form was approved as to form and language and for Execution by the Office of the City Attorney**