



Engineering & Operations Department

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Sub-Base Surface Release of Liability

Project: _____ Project Location: _____

Property Owner / Company Name: _____

Mailing Address: _____

Pursuant to the continuation of this project, the respective parties understand that the maintenance of various light poles on the property require access of a sub-base weathered surface to KUA vehicles. KUA, while exercising reasonable diligence to fix and maintain the light poles on said project location, does not guarantee or shall be held liable for any interruption of business activity use, or vehicular access damage. Various access of said property in maintaining the said light poles may be required.

The property owner of said project agrees herein to indemnify and hold harmless KUA, its officers, directors, and employees from and against all claims, damages, losses, and expenses (including, but not limited to fees and charges of attorneys or other professionals and court and arbitrations or other dispute resolution cost) arising out of or resulting from the repairing of the underground facilities. KUA retains the full rights stated under Florida Statute 768.28.

In the event that future sidewalks, driveways, or curbing placed on the said property, the owner also agrees to take responsibility for the cost incurred to repair, replace, or install repairs such damage that may have been cause while maintaining the light poles. The property owner understands that if a light fixture or pole is damaged due to activities perform as part of his business activities, the property owner must acknowledge and take responsibility for the KUA cost incurred in replacing the KUA damaged facilities.

The term of this agreement shall be for the life that KUA's electric infrastructure is on said property. In the event that such infrastructure is removed off of said property so that the property owner can redevelop the property, KUA will not be responsible for any above grade debris that may be in the area.

Now therefore, this release is entered into by and between KUA, a body politic, organized, and existing under the laws of the State of Florida, and the property owner identified herein this release. The parties hereto have caused this release to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first stated above.

I, _____ of _____ understand the terms stated herein in such release and understand the terms discussed herein.

Property Owner Representative Signature: _____

Date: _____ Title: _____

Tenant Representative Signature: _____

Date: _____ Title: _____

KUA's Representative Signature: _____

Date: _____ Title: _____