

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, 2020 edition, 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