Item No. 405−Indemnification of Broward County.

Issue No. 3

Effective Date: October 1, 2026

All Port Users agree, by their use Port Everglades, to protect, indemnify, keep and hold harmless Broward County, its employees, officers, directors, and agents, from and against any and all losses, liabilities, costs, claims, charges, demands, expenses, including, but not limited to, reasonable attorneys' fees, penalties, and damages, imposed for the violation of any law of the United States of America, the State of Florida, or the ordinances or resolutions of local jurisdictions governing the operations of Port Everglades. Further, Port Users must protect, indemnify, and hold harmless Broward County, its employees, officers, directors, and agents, from any and all losses, liabilities, costs, claims, charges, demands, expenses, penalties, and damages including, but not limited to, reasonable attorneys' fees caused or alleged to be caused by negligence, recklessness, or intentionally wrongful conduct of the Port User. The provisions of this indemnity apply equally as well to all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorneys' fees), imposed upon or incurred by Broward County by reason of the Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) 42 U.S.C.A. 9601 et seq., or Superfund Amendments and Reauthorization Act of 1986 (SARA). In the event that any action or proceeding is brought against Broward County, its employees, officers, directors, and agents by reason of any claim or demand required to be defended by the Port User, Port User must, upon written notice from Broward County, resist and defend such action or proceeding by counsel satisfactory to Broward County.