



EMPLOYMENT OF OFF-DUTY DEPUTY SHERIFFS
INDEMNIFICATION AGREEMENT



THIS AGREEMENT made and entered into this _____ day of _____,
20____, by and between _____

whose address is _____

hereinafter referred to as **INDEMNITOR**, and **CHAD CHRONISTER**, Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida, whose mailing address is Post Office Box 3371, Tampa, Florida 33601, hereinafter referred to as **INDEMNITEE**.

WITNESSETH:

WHEREAS, said Indemnitor desires to hire one or more Deputy Sheriffs in an off-duty capacity pursuant to Florida Statutes section 30.2905, to provide public or private security services, including but not limited to, security, traffic and/or crowd control at

_____;
for a period of time commencing on _____; and

WHEREAS, said Indemnitor considers off-duty Deputy Sheriffs as their employees and does not consider them to be independent contractors or employees of said Indemnitee; and

WHEREAS, said Indemnitor will benefit from the services of such off-duty Deputy Sheriffs, as aforesaid; and recognizes that pursuant to Florida Statutes section 30.2905(2) said Indemnitor shall be responsible for the acts or omissions of the Deputy Sheriffs while performing services for said Indemnitor while off duty, including workers' compensation benefits; and

WHEREAS, said Indemnitor also recognizes that the hiring of such off-duty Deputy Sheriffs may result in attempted claims and/or lawsuits for property damages and/or personal injury, including claims for workers' compensation, against said Indemnitee and the individual off-duty Deputy Sheriffs.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, said Indemnitor agrees, with respect to general liability, that it will, at all times, hereafter, defend, indemnify and hold harmless the individual off-duty Deputy Sheriffs and said Indemnitee, their heirs, successors in interest or insurers from any and all claims, demands, actions, judgments and lawsuits, including those for workers' compensation, together with any and all costs, attorneys' fees or other expenses incurred or to be incurred by said Indemnitee, individual off-duty Deputy Sheriffs and/or the County of Hillsborough, in the defense of any such claim, demand, action, judgment or lawsuit, including the enforcement of this Agreement, as the result of the off-duty employment of Deputy Sheriffs, as aforesaid, while performing services for Indemnitor, whether such claim, demand, action, judgment or lawsuit is groundless or not.

The Indemnitor herein recognizes pursuant to Florida Statutes section 30.2905(2)(b) with respect to workers' compensation purposes, that a Deputy Sheriff so employed who sustains an injury while enforcing the criminal, traffic or penal laws of this state shall be regarded as working on duty. The term "enforcing the criminal, traffic or penal laws of this state" shall be interpreted to include, but is not limited to, providing security, patrol or traffic direction for a private or public employer.

This Agreement shall take effect and continue in force so long as said Indemnitor shall employ any off-duty Deputy Sheriffs and said Indemnitor shall remain liable under this Agreement thereafter for any act or omission of such Deputy Sheriffs during the period of such employment, including claims for workers' compensation.

This Agreement shall be binding on and inure to the heirs, personal representative, successors, assigns, and insurer of the undersigned party; and further that the person executing this Agreement on behalf of the Indemnitor has full authority to do so.

To ensure Deputy Sheriffs comply with Indemnitor's policies and procedures, and to ensure accurate accounting practices by all parties involved, Indemnitor reserves the right, upon written request to Indemnitor, to review any pay records and/or documents relating to Deputy Sheriffs working for Indemnitor in an off-duty capacity.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by their authorized representative as of the date first above written.

INDEMNITOR: _____
Print Name: _____
Title: _____
Company: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me [] or has produced _____ as identification [].

Print Name: _____
My Commission Expires: _____

(SEAL)