

**CITY OF MIAMI BEACH
OFFICE OF FILM AND EVENT PRODUCTION MANAGEMENT**

**INDEMNITY AGREEMENT
FOR
SPECIAL EVENTS**

(Applicant must not leave any sections blank; document must be completed and executed)

This Indemnity Agreement made this _____ day of _____, 20 _____,
by and between the City of Miami Beach, Florida ("City") and

- a. _____
(Legal Name of Entity/hereinafter referred to as "Indemnitor"); should mirror legal name exactly as it appears on the Certificate of Insurance.

- b. For use of the following City-owned and/or other property:

(hereinafter referred to as the "Premises"); please list name and physical address.

- c. For the following Special Event (name of event):

- d. For a term commencing on _____, and ending on _____
("the Term"); inclusive of load-in and load-out dates.

W I T N E S S E T H:

- 1. Exculpation and Indemnification Clause: Indemnitor agrees that it will indemnify, hold and save the City of Miami Beach, Florida, its officers, agents, contractors and employees (collectively, also referred to herein as the City), whole and harmless and, at City's option, defend same from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments of any nature recovered from or asserted against City on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Indemnitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises used hereunder with the express or implied invitation or permission of Indemnitor, or when any such injury or damage is the result, proximate or remote, of the violation by Indemnitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the use by Indemnitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises used hereunder. Indemnitor covenants and agrees that in case the City shall be made party to any litigation against Indemnitor, or in any litigation commenced by a party against any party other than Indemnitor relating to this Agreement or to the Premises used hereunder, then Indemnitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon City by virtue of any such litigation. These terms of indemnification shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of City. This indemnification shall survive termination or expiration of this Agreement.

2. Responsibility for Damage: If the Premises or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item contained therein shall be destroyed, damaged, marred, altered, or physically changed during the Term in any manner whatsoever, then Indemnitor shall be responsible. Indemnitor is to properly care for all equipment entrusted to Indemnitor during the term of this Agreement and all such equipment so entrusted which is lost, stolen, or disappeared shall be the sole responsibility of Indemnitor and Indemnitor shall pay the full replacement cost thereof to City.
3. Ordinances and Regulations: Indemnitor shall comply with all applicable laws, statutes and ordinances and all rules and requirements of the City of Miami Beach, Miami-Dade County, State of Florida, and the United States Government, as applicable, including, without limitation the City of Miami Beach Special Event Guidelines, as same may be amended from time to time. Indemnitor shall not admit to the Premises a larger number of persons than the total number designated by the appropriate City Department the number that can safely and freely move about.
4. Insurance: Indemnitor shall, as a condition precedent to being allowed to conduct the Special Event hereunder, deliver to the City of Miami Beach, Office of Film & Event Production Management, located at City Hall, 1700 Convention Center Drive, Miami Beach, Florida 33139:
 - a) Certificate(s) of insurance providing for Comprehensive General Liability insurance with a minimum coverage of one million (\$1,000,000.00) dollars per occurrence for bodily injury, death, property damage, and personal injury. The policy must also include coverage for contractual liability. If the Indemnitor's activities involve the sale of alcohol, then liquor liability in the same amount is also required. The aforestated required liability insurance must name **the City of Miami Beach** as an **additional insured** and **certificate holder with full mailing address** thereon.
 - b) Indemnitor shall also provide proof of Worker's Compensation Insurance if required by Florida law. Indemnitor **must check** one of the following boxes with regard to Worker's Compensation:
 - Indemnitor **is required** to carry Worker's Compensation as required by Florida law and agrees to provide evidence of such coverage.
 - Indemnitor **is not required** to carry Worker's Compensation under Florida law.
 - c) The above liability and Worker's Compensation insurance (if required under Florida law) coverage shall be issued by an insurance company duly authorized to do business in the State of Florida and rated B+ VI or better per A.M. Best's Key rating Guide, latest edition. Indemnitor warrants and represents that it has notified its insurance agent of the contents of this Agreement, and has supplied the agent with a copy.
 - d) It is understood and agreed that all coverage provided by the Indemnitor is primary to any insurance or self-insurance program the City has and the Indemnitor and its insurance shall have no right of recovery or subrogation against the City.
7. Other Terms and Conditions: The Indemnitor shall provide, at Indemnitor's sole cost and expense, off-duty City of Miami Beach Police Officers and off-duty City of Miami Beach Firefighters and/or City of Miami Beach Rescue Service, as required by the City of Miami Beach Police and Fire Departments.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

