

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

Tourism, Culture & Economic Development Office of Film and Event Production Management 1755 Meridian Avenue, Fifth Floor, Miami Beach, Florida 33139 Tel: 305-673-7577, Film line: 305-673-7070, Email: film@miamibeachfl.gov

MIAMI BEACH REQUIRES A FULLY COMPLETED INDEMNITY AGREEMENT BEFORE ANY PERMITS MAY BE ISSUED.

For any production, including those based outside of the United States, the Indemnity Agreement must be executed by the same named entity providing insurance and as listed as the permitee in relation to each project. Completing this paperwork is the responsibility of the permitting company and NOT the insurer.

The Indemnity shall only be considered completed when it has received a Government-issued corporate seal (imprint on original) <u>or</u> has been notarized. **Both are not necessary**

You may scan and email or fax the final documents to the number/ address listed below as long as they are legible. Originals must be mailed to replace them.

The Indemnity, once executed and approved, is valid for a period of **three (3) years** from the date that appears on the acknowledgement page of the document.

PLEASE CHOOSE THE PROPER DESIGNATION: You will notice that there are three designations for the type of indemnifying entity (corporation, sole proprietor or partnership), defined by the type of operation and how the entity's taxes are filed. You <u>must</u> indicate the correct designation.

PLEASE NOTE THE SECTION FOR WORKER'S COMPENSATION. You <u>must</u> indicate in the appropriate box and provide the necessary coverage when required.

The Indemnity may only be signed by an authorized representative granted legal signing authority of the permitting entity. Signing this form without legal authorization of the permitting entity constitutes fraud. This representative must additionally initial page one of the indemnity at the bottom right corner in the space provided.

Any Questions? Contact Us! Miami Beach Film and Print Office 1755 Meridian Avenue, Fifth Floor Miami Beach, FL 33139 Phone: 305-673-7070 Fax : 786-394-4559 Email: film@miamibeachfl.gov

CITY OF MIAMI BEACH - OFFICE OF FILM & PRINT INDEMNITY AGREEMENT

1. IN CONSIDERATION OF the City of Miami Beach allowing and permitting

(Name of business entity/individual)

designated by operation and tax purposes as a/ an

- □ Corporation
- □ Individual/ Sole Proprietor
- □ Partnership

("Indemnitor"), having its principal place of business at

(Street address)

(City, State/ Province, Country, zip/ postal code)

to conduct lawful activities relative to the commercial print photography and/or film industry for three (3) years from the date of execution of this agreement, Indemnitor agrees to indemnify and save harmless the City of Miami Beach, Florida ("City"), its agents, officials, and employees for and on account of the City to make defense against, any and all claims, actions, demands, suits, liabilities, damages and payments, in tort or in contract, including, without limitation, accidents, liability or loss for injuries to or deaths of persons or damages to property caused by any act or failure to act of the Indemnitor in any way relating to its preparation, operations or other activities within the City of Miami Beach relating to all special events, photo shoots and/or filming, regardless of whether the same are on or off premises owned by the City of Miami Beach, and shall extend to all locations within the City of Miami Beach.

- 2. Indemnitor shall, on or before date of production start, as a condition precedent to being allowed to conduct their/ its activities, 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, certificates of insurance providing for both comprehensive general liability (including contractual liability) insurance with a minimum coverage of one million (\$1,000,000.00) dollars per occurrence per person, and accident, and Worker's Compensation Insurance (as required by Florida Statutes).
- 3. Indemnitor agrees to provide comprehensive general liability insurance which must name **the City of Miami Beach (with full mailing address)** as an **additional insured** thereon.
- 4. Indemnitor **<u>must check</u>** one of the following boxes with regards to Worker's Compensation:
 - □ Indemnitor **is required** to carry Worker's Compensation by Florida Statutes or entity's local equivelent and agrees to provide evidence of such coverage.
 - □ Indemnitor **is not required** to carry Worker's Compensation by Florida Statutes or entity's local equivelent.
- 5. The liability and Worker's Compensation insurance 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 Indemnity Agreement, and has supplied the agent with a copy.

IN WITNESS WHEREOF, the Indemnitor has executed this Agreement this _____

day of		, 20	
INDEMNITOR:			
(prin	t name of Corporation, Individual/ Sole Prop	orietor or Partnership)	
CORPORATE SEAL (affix here)	BY:(Signat	ture of authorized representative)	
	(Print n	name and title of person signing)	
ACKNOWLEDGEM	ENT		
State Of	On this theday c	of, 20,	
	Before me, the undersigned Not	tary Public of the State of	
County of		, personally appeared	
	(Print name of individual who appeared	, and whose name is	
	subscribed to the within instrum he/she executed it. WITNESS r	nent, and he/she acknowledge that my hand and official seal.	
NOTARY SEAL (affix here)	(Signature of Notary Public)		
	NOTARY PUBLIC, STATE OF _		
	(Name of Notary Public	(Name of Notary Public: print, stamp, or type as commissioned)	
	Personally know to	me , or Produced Identification:	
	(Type of Identification p	produced)	
	DID take an oat	th, or DID NOT take an oath.	

Form Approved Legal Department, 2014