

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

Tourism and Cultural 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; Fax: 305-673-7063, Email: film@miamibeachfl.gov

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

For any production, the Indemnity Agreement shall be executed by the same company providing insurance and listing 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) or 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 is valid **three (3) years** from the date that appears on the second page of the document.

**PLEASE NOTE THE SECTION FOR WORKER'S COMPENSATION.** Be sure to check the appropriate box and provide the necessary coverage when required.

You must additionally initial page one of the indemnity at the bottom right corner in the space provided.

**CHOOSE THE RIGHT SIGNATURE PAGE**: You will notice that there are three separate end/signature pages - depending on the type of operation (sole proprietor, partnership or corporation). Choose the correct one to complete.

Any Questions? Contact Us! Miami Beach Film and Print Office 1755 Meridian Avenue, Fifth Floor Miami Beach, FL 33139 Phone: 305-673-7070 Fax; 305-673-7063 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)

(a/ an) (Entity's status – ie: corporation, partnership, sole proprietorship, or other)

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

(Street address)

(City, State, zip 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.

- Indemnitor shall, on or before \_\_\_\_\_ \_\_\_\_\_, (date of production start), as 2. 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 **must check** one of the following boxes with regards to Worker's Compensation:
  - Indemnitor is required to carry Worker's Compensation by Florida Statutes and  $\square$ agrees to provide evidence of such coverage.
  - Indemnitor is not required to carry Worker's Compensation by Florida Statutes.
- 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.

Initials of Indemnitor (required)

IN WITNESS WHEREOF, the Indemnitor has executed this Agreement this \_\_\_\_\_

day of

\_\_\_\_\_, 20

IND	ΕM	Nľ	ΤO	R:

(Print name of entity)	(Print	int name	e of entity	1)
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BY:	(Signature of individual/p	rincipal)	(Print name	of person signing)	
WITNE	ESSES:				
(Signati	ure of First Witness)		(Print name of perso	on signing)	
(Signatu	ure of Second Witness)		(Print name of perso	n signing)	
GENERA		GEMENT – IN	DIVIDUAL / SOL	E PROPRIETOR	
State Of		On this the	day of	, 20,	
		Before me, the undersigned Notary Public of the State of			
County of				, personally appeared	
		(Print name of individu	ual who appeared before Notary P	, and whose name is	
			he within instrument, and he it. WITNESS my hand and		
NOTARY	-				
(affix he	ere)	(Signature of Notary Public)			
		NOTARY PUBLIC	C, STATE OF		
		(Name of	Notary Public: print, stamp	, or type as commissioned)	
		Perso	onally know to me , or	Produced Identification:	
		(Type of	Identification produced)		
		D	ID take an oath, or	DID NOT take an oath	
Form Approved					

F Legal Department

day of			, 20
INDEMNITOR:			
INDEMNITOR:(Print nam	e of partnership)		
BY:			
(Signature of partr	ner)	(Pri	int name of partner signing)
WITNESSES:			
(Signature of First Witness)			
(Signature of Second Witness)		(Print name of perso	on signing)
ARTNERSHIP ACKNOW	/LEDGEMENT		
te Of	On this the	day of	, 20,
	Before me, the un	dersigned Notary Public o	f the State of
inty of			, personally appeared
			, and whose name
			, and whose name
		e within instrument, and h t. WITNESS my hand and	
NOTARY SEAL			
(affix here)	(Signature of Nota	iry Public)	
	NOTARY PUBLIC	, STATE OF	
	(Name of	Notary Public: print, stamp	o, or type as commissioned)
	Perso	nally know to me, or	Produced Identification:
	(Type of le	dentification produced)	
	DI	D take an oath, or	DID NOT take an oat

(Use this signature page if the Indemnitor is a Partnership. Individual/ Principal's signature must be attested to by either two witnesses or a notary public.)

day of		20
INDEMNITOR:		
(prin	name of corporation)	
CORPORATE SEAL (affix here)	BY: (Signature of President)	
	(Print name and title of person sig	gning)
	ATTEST:(Signature of Corporate Secretar	
State Of	On this theday of	, 20,
CORPORATE ACKN		20
	Before me, the undersigned Notary Public of the State of	
County of was	, the	
	acknowledged by (Print name & title of corporate of	, c
	(Print name of corporation and state or place of incorpora	tion)
	on behalf of the corporation. WITNESS my hand and offic	ial seal.
NOTARY SEAL (affix here)	(Signature of Notary Public)	
	NOTARY PUBLIC, STATE OF	
	(Name of Notary Public: print, stamp, or type as c	ommissioned)
	Personally know to me, or Produ	uced Identification:
	(Type of Identification produced)	
	DID take an oath, or D	ID NOT take an oath
Form Approved Legal Department		

By:\_

(Use this signature page if the Indemnitor is a Corporation)