



MIAMI BEACH

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
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 permittee 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
1700 Convention Center Drive
Miami Beach, FL 33139
Phone: 305-673-7070
Fax: 305-673-7063
Email: film@miamibeachfl.gov

**2010 INDEMNITY AGREEMENT
CITY OF MIAMI BEACH
OFFICE OF FILM & PRINT**

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.

2. Indemnitor shall, on or before _____, 2010, 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 **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 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_____

INDEMNITOR: _____
(Print name of entity)

BY: _____
(Signature of individual/principal) (Print name of person signing)

WITNESSES:

(Signature of First Witness) (Print name of person signing)

(Signature of Second Witness) (Print name of person signing)

GENERAL ACKNOWLEDGEMENT – INDIVIDUAL / SOLE PROPRIETOR

State Of _____

On this the _____ day of _____, 2010,

Before me, the undersigned Notary Public of the State of

County of _____

_____, personally appeared

_____, and whose name is
(Print name of individual who appeared before Notary Public)

is subscribed to the within instrument, and he/she acknowledge that he/she executed it. WITNESS my hand and official seal.

NOTARY SEAL
(affix here)

(Signature of Notary Public)

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: print, stamp, or type as commissioned)

_____ Personally know to me , or _____ Produced Identification:

(Type of Identification produced)

_____ DID take an oath, or _____ DID NOT take an oath.

Form Approved
Legal Department
By: _____

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

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

day of _____, 20_____

INDEMNITOR: _____
(Print name of partnership)

BY: _____ (Signature of partner) _____ (Print name of partner signing)

WITNESSES:

(Signature of First Witness)

(Signature of Second Witness)

(Print name of person signing)

PARTNERSHIP ACKNOWLEDGEMENT

State Of _____

On this the _____ day of _____, 2010,

Before me, the undersigned Notary Public of the State of

County of _____

_____, personally appeared

_____, and whose name
(Print name of individual who appeared before Notary Public)

is subscribed to the within instrument, and he/she acknowledge that he/she executed it. WITNESS my hand and official seal.

NOTARY SEAL
(affix here)

(Signature of Notary Public)

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: print, stamp, or type as commissioned)

_____ Personally know to me, or _____ Produced Identification:

(Type of Identification produced)

_____ DID take an oath, or _____ DID NOT take an oath

Form Approved
Legal Department
By: _____

(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.)

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

day of _____, 20_____

INDEMNITOR: _____
(print name of corporation)

CORPORATE SEAL
(affix here)

BY: _____
(Signature of President)

(Print name and title of person signing)

ATTEST: _____
(Signature of Corporate Secretary)

CORPORATE ACKNOWLEDGEMENT

State Of _____

On this the _____ day of _____, 2010,

Before me, the undersigned Notary Public of the State of

County of _____
was

_____, the foregoing instrument

acknowledged by _____, of
(Print name & title of corporate officer)

(Print name of corporation and state or place of incorporation)

on behalf of the corporation. WITNESS my hand and official seal.

NOTARY SEAL
(affix here)

(Signature of Notary Public)

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: print, stamp, or type as commissioned)

_____ Personally know to me, or _____ Produced Identification:

(Type of Identification produced)

_____ DID take an oath, or _____ DID NOT take an oath.

Form Approved
Legal Department
By: _____

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