

MIAMIBEACH

CITY OF MIAMI BEACH INDEMNITY AGREEMENT FOR FILM AND PRINT PRODUCTION USE

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 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 must scan and upload the final documents to the permit application on ENERGOV.

The Indemnity, once executed and approved, is valid for a period of **three (3) years** from the date that appears on the acknowledgment 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 must indicate the correct designation.

PLEASE NOTE THE SECTION FOR WORKER'S COMPENSATION. You must 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
Email: film@miamibeachfl.gov

MIAMI BEACH

TOURISM AND CULTURE DEPARTMENT

1755 Meridian Avenue, Miami Beach FL 33139 P: 305-673-7070 | E: film@miamibeachfl.gov

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, Tourism and Culture Department, Film & Event Print Division 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 or entity's local equivalent and agrees to provide evidence of such coverage.
- ☐ Indemnitor **is not required** to carry Worker's Compensation by Florida Statutes or entity's local equivalent.
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 Corporation, Individual/ Sole Proprietor or Partnership)

CORPORATE SEAL
(affix here)

BY: _____
(Signature of authorized representative)

(Print name and title of person signing)

ACKNOWLEDGEMENT

State of _____

On this the _____ day of _____, 20____,

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)

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)

Form Approved
Legal Department, 2014

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