

# CITY OF MIAMI

## OFFICE OF FILM AND ENTERTAINMENT

### INDEMNITY/USER AGREEMENT

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

This Indemnity/User Agreement made this [redacted] day of [redacted], 20 [redacted], by and between the City of Miami, Florida ("city") and if applicable it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA, and SEOPWCRA, and

- a. [redacted] (Legal name of Entity/herein after referred to as "Indemnitor/User"); 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:  
[redacted]  
(Hereinafter referred to as the "Premises"); please list name and physical address.
- c. For the following Special Event/Film/Shoot (Name of Event)  
[redacted]
- d. For a term commencing on [redacted] and ending on [redacted] ("the Term"); inclusive of load –in and load-out dates.

#### INDEMNIFICATION/RISK OF LOSS

INDEMNITOR/USER further agrees to indemnify, defend, and save harmless the City of Miami and if applicable, it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA, and its officials, employees, agents, and volunteers, and each of them from, and against all loss, cost, penalties, fines damages, claims of any nature, including expenses and attorney's fees, and any all liabilities by reason of injury to, or death of any person, or damage to, or destruction, or loss to any property including the City and if applicable, it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA, and arising out of, or in connection with the performance, or non-performance of the services contemplated by this permit/agreement which is directly or indirectly caused, in whole, or in part, by any act, omission, default, liability, or negligence whether active, or passive of the INDEMNITOR/USER, its employees, agents, servants, volunteers, or contractors, unless such act or omission is solely caused by the City of Miami and if applicable, it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA, and The INDEMNITOR/USER further agrees to indemnify defend, and

hold the city and if applicable, it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA, and its officials, employees, agents, and volunteers against all liabilities which may be asserted by an employee, or former employee of the INDEMNITOR/USER, or any of its contractors as provided above, for which the INDEMNITOR/USER's liability to such employee or former employee would otherwise be limited to payments under workers' compensation or similar laws. In addition, the INDEMNITOR/USER understands, and agrees that except where caused by the negligence or misconduct of the City and if applicable, it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA, and the City and if applicable, it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA, and shall not be liable for any loss, injury, or damage to any personal property, or equipment of the INDEMNITOR/USER, its employees, agents, contractors, volunteers, or business invitees placed on City property and if applicable, it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA, and shall be at the risk of the INDEMNITOR/USER thereof. The indemnification shall survive termination of this permit/agreement.

The INDEMNITOR/USER hereby agrees that it shall require all contractors or catering companies to indemnify, defend and hold the City harmless from and against any claims, suits, damages, causes of action, and settlements resulting from or in connection with the event. The INDEMNITOR/USER shall further require all contractors or catering companies to list the City as additional insured on all third party liability including liquor. A copy of the agreement between the INDEMNITOR/USER and the specific vendor shall be provided to the City prior to commencement of the event.

**Responsible 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/USER during the Term in any manner whatsoever, then INDEMNITOR/USER shall be responsible. INDEMNITOR/USER is to property care for all equipment entrusted to INDEMNITOR/USER 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/USER and INDEMNITOR/USER shall pay the full replacement cost thereof to City and if applicable, it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA.

**Ordinances and Regulations:** INDEMNITOR/USER shall comply with all applicable laws, statutes and ordinances and all rules and requirements of the City of Miami and if applicable, Miami-Dade County, State of Florida and the United States government, as applicable, including, without limitation the City of Miami Films and Entertainment Guidelines and if applicable, as same may be amended from time to time. INDEMNITOR/USER shall not admit to the Premises a larger number of persons than the total number designated by the appropriated City Department and if applicable the number that can safely and freely move about.

**Insurance:** INDEMNITOR/USER shall, as a condition precedent to being allowed to conduct the Film/Shoot and Special Events hereunder, deliver to the City of Miami Office of Film and Entertainment, located at **City of Miami, 444 S.W. 2<sup>nd</sup> Ave. Miami Fl., 33130** a certificate of insurance in accordance to the insurance requirements described in Exhibit A.

It is understood and agreed that all coverage provided by the INDEMNITOR/USER is primary to any insurance or self-insurance program the city has and the INDEMNITOR/USER, and its insurance shall have no right of recovery or subrogation against the City and if applicable, it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA. The City reserves the right to request copies of all insurance policies, including all applicable endorsements in connection with this agreement.

Other Terms and conditions: The INDEMNITOR/USER shall provide, at INDEMNITOR/USER's sole cost and expense, off-duty City of Miami Police Officers and off-duty City of Miami Firefighters as required by the City of Miami Police and Fire Departments.

## **EXHIBIT A**

### **INDEMNITY/USER AGREEMENT INSURANCE REQUIREMENTS**

#### **I Commercial General Liability**

##### A- Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$ 1,000,000

General Aggregate Limit \$ 2,000,000

Personal and Adv. Injury \$ 1,000,000

Products/Completed Operations \$ 1,000,000

##### B- Endorsements Required

City of Miami included, and if applicable, it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA, and as an additional insured with respect to general liability and liquor liability Contingent and Contractual liability Premises and Operations Liability Primary Insurance Clause Endorsement Host Liquor Liability/Liquor Liability Additional Insured Endorsement must be provided.

#### **II. Business Automobile Liability (If Applicable)**

C- Limits of Liability Bodily Injury and Property Damage Liability Combined Single Limit Any Auto Including Hired, Borrowed or Non-Owned Autos Any One Accident \$ 300,000

D- Endorsements Required City of Miami and if applicable, it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA, and included as an Additional Insured

**III. Worker's Compensation (If Applicable)**

Limits of Liability Statutory-State of Florida Employer's Liability

E- Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

**IV. Umbrella Liability (Excess Follow Form including liquor)**

**Note: The City and if applicable, reserves the right to require umbrella liability with limits acceptable to the City. User shall comply with this requirement when applicable, and further agrees list the City, and if applicable, it's instrumentalities, including, but not limited to Historic Virginia Key Beach Park Trust, Bayfront Park Management Trust, and SEOPWCRA, and as an additional insured on this coverage. The User also agrees to furnish the City with copies of all applicable policies and endorsements relative to the event in question within (10) days of such request.**

**The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance with policy provisions.**

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" a to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Old wick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management Department prior to insurance approval.

IN WITNESS WHEREOF, the INDEMNITOR/USER by and through its authorized representative, has executed this agreements this [redacted] day of [redacted], 20[redacted], (this date must match the date on the notarization section below). The undersigned hereby warrants,

