ISLAMORADA,
VILLAGE OF ISLANDS
86800 Overseas Highway, Islamorada, FL 33036
Phone: 305-664-6400 Fax: 305-664-6464

APPLICATION FOR FILMING PERMIT

PLEASE NOTE:

APPLICATION MUST BE SUBMITTED AT LEAST SEVEN DAYS PRIOR TO FILMING

Name of Applicant: _____ **Title:** _____

E-mail: _____ **Mobile phone:** _____

Company Name: _____ **Phone:** _____

Address: _____ **Fax:** _____

_____

Type of Production: _____

Production date(s) and time: _____

If motion picture, Title: _____
(Must submit outline of story)

Number of people (total cast and crew): _____

Type of equipment to be used: _____

_____

Type and size of vehicles to be used at film site(s): _____

_____

Film location(s): _____

_____

_____

Location(s) cast and crew will be staying:

Location: _____ **Number of rooms:** _____

Location: _____ **Number of rooms**: _____

Permit Fees:

Additional permits or special services may be required depending on type of activities planned (i.e. bonfires, fireworks, filming on water or near roadways, use of Village facilities, etc.). Additional Sheriff's Office support and/or Fire/EMS Department support requires completion of separate forms and is subject to fees. Damage/Security deposit may be required.

Insurance requirements*:

- $1,000,000 General Liability Village to be named as Additional Insured
- $1,000,000 Auto Liability Village to be named as Additional Insured
- $ 50,000 Auto Property Damage
- Statutory Workers' Compensation

*The insuring carrier must maintain an A.M. Rating of no less than B+ and be of financial size category of V or higher.

Applicant must hold the Village harmless from any and all liability for damages arising out of, or related to, your activities in Islamorada. Permitted activities rely upon the Village receiving an executed Indemnification and Hold Harmless Agreement.

THIS APPLICATION WILL NOT BE APPROVED WITHOUT ALL OF THE FOLLOWING:

- COMPLETED AND SIGNED APPLICATION FORM
- CERTIFICATE OF INSURANCE MEETING ABOVE REQUIREMENTS
- RELEASE AND INDEMNIFICATION FORM SIGNED BY AN AUTHORIZED REPRESENTATIVE AND NOTARIZED
- COMPLETION OF ADDITIONAL PERMITS AS MAY BE REQUIRED

Applicant acknowledges that approval of this filming permit is for the use of Village properties, facilities and/or rights-of-way. This permit does not permit Applicant to block or obstruct any portion of any private property or permit access to any private property within the Village. Any and all authorizations to use or block the use of any private property must be made through agreements between the Applicant and each private property owner. The Village shall bear no responsibility for or be a party to any such agreements.

Applicant is responsible for removal of all trash and debris. Public dumpsters and trash cans may not be used for disposal of Applicant's debris. Damage/security deposit and Special Conditions may apply.

Signature of Applicant: _____ Date: _____

Title: _____

FOR VILLAGE USE

Additional permits, services and/or Special Conditions Agreement required and applicable fees and/or deposits apply: ____ No ____ Yes (detail) _____

_____

_____

_____

_____

Approved by Fire/EMS Department Official: _____ Date_____

Approved by Sheriff's Office Official: _____ Date: _____

Approved by Public Works Director: _____ Date: _____

Approved by Parks and Recreation Director: _____ Date: _____

Approved by Village Manager: _____ Date: _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (the "Agreement") dated this _____ day of _____, 20___ executed by _____ ("Indemnitor") in favor of Islamorada, Village of Islands, Florida ("Village").

WITNESSETH

WHEREAS, the Indemnitor has applied to the Village for a permit to film at the following location: _____, hereafter known as the "Property"; and

WHEREAS, as a condition of approval of the filming permit, the Indemnitor has agreed to provide this Indemnification and Hold Harmless to the Village, including the insurance provisions.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees:

1. **Indemnification and Hold Harmless**. Indemnitor covenants and agrees that it will indemnify, defend and hold harmless Village, its elected officials, its employees, agents, consultants, legal counsel , and volunteers from any and all claims including bodily injury or property damage, liabilities, losses, damages, fines, costs, fees, and expenses including attorney's fees and costs (at both the trial and appellate levels) arising out of or in any way relating to the Indemnitor's activities under the Filming Permit upon the Property including without limitation: (i) claims of third parties (including, without limitation, individuals, companies and governmental agencies) for property damage or for bodily injuries, and (ii) any and all expenses or obligations including reasonable attorney's fees and costs (at both the trial and appellate levels), incurred at, before and after any trial or appeal there from whether or not taxable as costs, including, without limitation, attorney's fees and costs (both at the trial and appellate levels), witness fees costs, deposition costs, copying and telephone charges and other expenses all of which shall be paid by Indemnitor to Village on demand. Notwithstanding the foregoing, this indemnification shall not include any damages caused by the sole negligence of the Village, its elected officials, its employees, agents, consultants, legal counsel, or volunteers.

2. **Insurance**. Indemnitor hereby represents to Village that it has obtained the required insurance naming the Village as an additional. Indemnitor further represents that the Insurance Certificates delivered to the Village are in full force and effect and shall not be cancelled prior to the event.

3. **Survival of Terms**. The hold harmless and indemnifications provided in this Agreement shall survive termination of the Filming Permit.

4. **Release**. The Indemnitor shall hold harmless and release the Village from any claims for damages, including but not limited to economic, consequential or other monetary damages suffered by the Indemnitor, in the event that the Village revokes the Filming Permit or otherwise stops the Filming Project.

5. **Successors or Assigns**. This Agreement shall be binding on Indemnitor's successors, assigns or heirs and run in favor of Village's successors and assigns.

IN WITNESS WHEREOF, Indemnitor has executed this Agreement.

INDEMNITOR:

Signature: _____

Print Name: _____

(If the applicant is a corporation, provide proof that person signing is authorized to bind corporation.)

IN WITNESS WHEREOF, we hereto affix our hand and seal on this ____ day of _____, A.D. 20____.

In the State of _____, County of _____ PERSONALLY APPEARED BEFORE ME, the undersigned authority who, after first being sworn by me, _____, affixed his/her signature in the space provide above on this _____ day of _____, A.D. 20____.

My commission expires: _____ (SEAL)

_____

NOTARY PUBLIC SIGNATURE