



APPROVED _____

DENIED _____

ISLAMORADA, VILLAGE OF ISLANDS

81990 Overseas Highway
Second Floor
P.O. Box 568
Islamorada, FL 33036

(305) 664-6400 Office

(305) 664-6464 Fax

Date Initialed _____

Name of Applicant _____

Title _____

Firm _____

Address _____ Phone _____

_____ Fax _____

Type of Production _____

Production Date(s) _____

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

Number of people in cast and crew _____

Type of equipment used _____

Type of vehicle to be used at film sites _____
(Any vehicle in excess of twenty feet in length and seven feet in width
requires written parking permit - Parking fees may apply)

Special services required from Village Staff _____

Film Locations _____

Place film crew is staying _____ Phone number _____

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.

AFTER COMPLETION OF THIS FORM, THE CERTIFICATE OF INSURANCE REQUIREMENTS MUST BE RECEIVED IN THE VILLAGE MANAGER'S OFFICE AND THE RELEASE AND INDEMNIFICATION FORM SIGNED BY AN AUTHORIZED REPRESENTATIVE, BEFORE A FILM PERMIT WILL BE ISSUED.

Signature of Applicant _____

Title _____

Date _____

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (the "Agreement") dated this _____ day of _____, 200__ 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. _____.

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 provided above on this _____ day of _____, A.D. _____.

My commission expires: _____

NOTARY PUBLIC SIGNATURE