



**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): _____

If motion picture, Title: _____

(Must submit outline of story)

Number of people (total cast and crew): _____

Type of equipment to be used: _____

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

Film location(s): _____

Special services required from Village staff (fees may apply): _____

Location(s) cast and crew will be staying:

Location: _____ Phone: _____

Location: _____ Phone: _____

Permit Fees:

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

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.

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

Signature of Applicant: _____

Title: _____

Date: _____

FOR VILLAGE USE

Additional permits/services required and applicable fees (detail below): ___ Yes ___ No

Approved by Fire/EMS Department Official: _____ Date _____

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

Approved by Parks and Recreation Director: _____ Date: _____

Approved by Village Manager: _____ Date: _____

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 Filmin 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