

Hold Harmless/Insurance/Copyright Agreement

The applicant on his/her own behalf and on behalf of the organization using the facility hereby promises to indemnify and save harmless the City of Orlando, a municipal corporation, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney’s fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Applicant, its officers, agents, servants, employees or others, or because of or due to the mere existence of the agreement between the parties.

The applicant shall supply a “Certificate of Insurance” reflecting a minimum coverage of \$500,000 bodily injury per occurrence and \$100,000 property damage or such other coverage amounts as set forth for this type of event in City Policy 161.3 no later than ten (10) calendar days prior to program/event date, or licensee can purchase insurance coverage through plan available by contracted carrier through the City. The City of Orlando shall be named as an additional insured, which shall be noted on the Certificate. The City will be listed as the Certificate holder. The Certificate shall indicate that the applicant’s insurance policy shall not be cancelable without thirty days prior written notice to the City. The applicant agrees to abide by the regulations governing the requested facility and is responsible for charges incurred and must supply a Certificate of Insurance to the City Clerk’s Office. The City agrees to license the use described in Section I by the applicant in exchange for the permit fee paid and insurance provided by the applicant.

COPYRIGHT LAW: Applicant assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under the agreement; and agrees to indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by applicant in connection with this Agreement and will defend the City from any such suit or action, regardless of whether it be groundless or fraudulent.

LICENSEE ACKNOWLEDGEMENT: You are required to sign and date your agreement. The applicant, Facility user and its principals agree to give accurate information to the City regarding the expected number of events attendees and the exact nature of the event for which the City facility is rented. Failure to do so may result in the applicant, facility user and its principals from future rentals of any City facility for a period of up to three years. Any breach of the facility use agreement terms or 18A permit (if applicable) conditions shall also result in the applicant, facility user and its principals from future rentals of any City facility for a period of up to three years. Falsification of information may result in rejection of this agreement or cancellation of the event by the City of Orlando. The City shall not allow use of any City facility by any applicant, facility user or its principals that owe the City money. In addition, an individual may be subject to prosecution under Orlando City Code Section 43.16, False Information.

RADON GAS NOTICE: Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Orange County Health Department. FS 404.056(8).

VERIFICATION

Applicant agrees to comply with the Hold Harmless/Insurance/Copyright Agreement and Guidelines for Use, including the payment of applicable fees and charges. Falsification of information may result in rejection of this Agreement or cancellation of the event by the City of Orlando. Additionally, falsification may subject you to prosecution under Orlando City Code Section 43.16, False Information.

Applicants Signature

Date

For Internal Use Only:

Application Status: Approved | Denied

City Clerk

Date