

**CITY OF FORT LAUDERDALE
FILM/TELEVISION PRODUCTION AGREEMENT**

THIS AGREEMENT is made by and between the City of Fort Lauderdale, a Florida municipality, ("City") and _____, a _____, whose principal place of business is _____, ("Permittee").

WHEREAS, the Permittee has secured Film Permit No. _____ to produce a feature or independent film, commercial or series, or any other film/video/digital related project on property owned by the City of Fort Lauderdale on [Date(s)] _____; and

WHEREAS, the Permittee is willing to obtain the requisite insurance, and is willing to indemnify and hold harmless the City of Fort Lauderdale from and against any damage to persons or property that might occur during or as a result of the production; and

WHEREAS, pursuant to Resolution 18-____ the City's City Manager or his designee is authorized to enter into this Agreement,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the City and the Permittee agree as follows:

1. The Effective Date of this Agreement is the date on which the second of the two parties executes this Agreement.
2. The Permittee is permitted to operate the "FILM PRODUCTION" (referred to hereinafter as the "Production") only at the location(s) and time(s) set forth in the Film/Television Permit, which is attached hereto and made a part hereof.
3. Permittee must comply with all City ordinances and make reasonable accommodations for public access and interests.
4. The Permittee shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the Agreement period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the Permittee's expense.

The City shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Permittee to provide the proper notice. Such notification will be

in writing by registered mail, return receipt requested and addressed to the City Manager's Office, Film Permitting, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301.

The Permittee's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Permittee that precludes coverage for activity contemplated in this Agreement shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

The insurance must cover premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage, \$1,000,000 per occurrence and \$2,000,000 aggregate

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Combined single limit bodily injury/property damage \$1,000,000

Certificate holder should be addressed as follows:

City of Fort Lauderdale
City Manager's Office, Film Permitting
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

INSURANCE – SUB-CONTRACTORS

Permittee shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the Permittee may consider necessary, and any

deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Permittee.

5. The Permittee shall protect and defend at applicant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, agents and employees, from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Permittee or by an officer, employee, agent, invitee, or sublicensee of the Permittee about or upon the permitted premises or improvement thereto or thereon or otherwise arising from the Permittee's use of said premises.

6. In advance of the Production the Permittee shall submit a written plan to the City's City Manager's Office that indicates the proposed location and use of the City property. The written plan shall include information about the planned removal of any associated equipment after the Production.

7. Permittee shall be responsible for, and shall maintain, all areas of the public property used. Maintenance means the prompt and complete removal of Production-generated trash and debris and the repair or restoration of any public property that was damaged as a result of the Permittee's use of the property. The City shall inspect the Production site location(s) for damage and provide the Permittee with a written report of any damage found on public property. The report shall state the cost of repair(s), if any, necessary to restore the public property. Within fourteen days of the Permittee's receipt of this report the Permittee shall pay the cost of repair or challenge the City's report by a writing addressed to the City Manager. Any such challenge shall be resolved by the City Manager. The City Manager's resolution of any such challenge shall be binding on the Applicant, and the Applicant agrees to abide by and comply with the City Manager's decision.

8. This Film Production Agreement, together with the attached, Film/Television Permit, and structure use plan, constitutes the whole of the Agreement between the parties. The written approvals issued by the various City departments or staff members and the various documents submitted by the Permittee, including the application, are supplemental to this Agreement. In the event of a conflict, the terms of this Agreement control.

9. Absent an applicable exemption under Florida law, all records made or received by the City in connection with this Film/Television Production Agreement are public records subject to public inspection and copying. The City's determination of whether a record is a public record shall control and be binding on the Permittee.

10. This Film/Television Production Agreement shall be governed by and construed in accordance with Florida law. Venue for any lawsuit by either party against the other party or otherwise arising out of this Film/Television Production Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

IN WITNESS WHEREOF, the parties execute this Film/Television Production Agreement as follows:

CITY OF FORT LAUDERDALE:

LEE R. FELDMAN, City Manager

Approved as to form:

By _____
Assistant City Attorney

PERMITTEE:

WITNESSES:

Signature

[Witness print/type name]

[Witness print/type name]

Signature

[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide proof of authorization)

ATTEST:

Secretary

Print Name

CORPORATE SEAL

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ for _____, a _____.

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

Name of Notary Typed, Printed or Stamped

Personally Known ____ OR Produced Identification_____
Type of Identification Produced _____