



CITY OF MARY ESTHER

195 CHRISTOBAL ROAD N.
MARY ESTHER, FL 32569

TELEPHONE
(850) 243-3566

FAX
(850) 243-0736

SPECIAL EVENT INDEMNIFICATION AGREEMENT

PRODUCER, shall at all times hereafter indemnify, hold harmless, and at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend the City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional, neglect, or reckless act of, or omission of, **PRODUCER**, its employees, agents, servants, or officer, or accruing, resulting from, or related to the subject matter of this agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages occurring within or without the premises sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action, or demand, **PRODUCER** shall, upon written notice from the City, resist and defend such lawsuit or proceeding by Council satisfactory to the City or, at the City's option, pay for an attorney selected by the City Attorney, to defend the City. The obligations of this section shall survive the expiration or earlier termination of this agreement. If **PRODUCER**, its agents, employees, or contractors damages or causes the destruction of any real or personal property at the premises, **PRODUCER** shall compensate the City for such damage or destruction within ten (10) days of receiving notification from the City. Nothing contained herein is intended nor shall be construed to waive the City's rights to immunities under the common law or section 768.28, Florida Statutes, as of amended from time to time.

The undersigned represents and warrants to the City of Mary Esther, that the execution, delivery, and performance of this agreement has been duly authorized by all necessary corporate action, or other action of the responsible parties to this agreement.

Producer Printed Name: _____ Signature: _____ Date: _____

Organization or Corporation: _____

Event: _____

STATE OF _____

COUNTY OF _____

Sworn to or affirmed and subscribed before me this _____ day of _____, 20____, by _____ who _____ is personally known to me OR _____ has produced identification.

Type of identification produced: _____

Notary Signature