**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT** (the "Agreement") is executed this \_\_\_ day, \_\_\_\_\_\_\_\_\_\_\_\_\_\_(Month, Year) by and between the **CITY OF MIAMI, a municipality of the State of Florida,** (the "City"), and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(“Vendor”) a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Corporation Structure). The City and Vendor may be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS,** Vendor, in conjunction with Urban Oasis Project, Inc., a Florida non-profit corporation (“UOP”), desires to vend at a weekly farmers market on the City’s property located at 6447 Northeast 7th Avenue, Miami, FL 33138, otherwise known as Legion Park to be operated by UOP; and

**WHEREAS,** the City is the owner of Legion Park; and

**WHEREAS,** in order to grant UOP a permit pursuant to Section 62-622 of the City Code to operate a weekly farmers market at Legion Park, the City seeks indemnity for actions arising out of the operation of UOP’s farmers market at Legion Park from both UOP and its vendors, including Vendor; and

**WHEREAS,** the City and UOP executed a substantially similar indemnification and hold harmless agreement on **December 7th, 2020** and

**WHEREAS**, Vendor acknowledges they it is proceeding at its own risk and hereby agree to assume responsibility for all damage caused by their acts or omissions in vending at the weekly farmers market at Legion Park.

**NOW, THEREFORE,** in consideration for the use of the Legion Park grounds for a farmers market by UOP pursuant to a legally obtained farmers market permit and the use of the grounds by Vendor at such farmers market, the sufficiency of which is hereby acknowledged, the City and Vendor agree:

1. **Recitals**. The Parties acknowledge and agree that the Recitals above are true and correct and incorporated herein by this reference.
2. **Indemnification and Hold Harmless**. Vendor shall indemnify, hold harmless, and defend the City, including their officers, employees, agents and volunteers, against any and all liability, loss, costs, demand, damages, expenses, claims, judgments or actions, including attorney’s fees, which the City, including its officers, employees, agents, and volunteers, may hereafter sustain, incur, or be required to pay arising wholly or in part due to any act or omission of the Vendor or UOP, their agents, servants, employees, or volunteers in the operation of the farmers market or use of Legion Park.

Vendor expressly understand and agree that any insurance protection required by this Agreement shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City, its officers, employees, agents or its volunteers as herein provided. Nothing herein shall be deemed to indemnify the City from any liability or claim arising out of the negligent performance or failure of performance of the City, its officers, employees, agents or volunteers. This understanding extends to the Vendor’s, collectively and individually, responsibility to indemnify, keep and save harmless, and defend UOP, its officers, employees, agents, and volunteers. This indemnity and hold harmless shall survive the expiration of any permit granted to UOP for a farmers market at Legion Park or Vendor’s actual use of Legion Park for vending.

1. **Waiver**. The waiver of either party of a breach or violation of any term or provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation of any provision of this Agreement or of any other right or remedy.
2. **Ordinances and Regulations**. Vendor shall comply with all applicable laws, statutes, and ordinances and all rules and requirements of the City.
3. **Separation of Entities**. It is expressly understood and intended that the Vendor doing business with UOP is not an officer, employee or agent of UOP or of the City. Vendor shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors as well as those of its vendors shall not act as nor give the appearance of being an agent, servant, joint venture, collaborator or partner of the City.
4. **Entire Agreement**. The Agreement constitutes the entire agreement between the City and Vendor only with respect to the specific subject matter described in the Recitals and supersedes all prior negotiations, agreements, understandings, and arrangements both oral and written between City and Vendor with respect to the subject matter described in the Recitals. This Agreement may not be modified by any way, except by a written instrument executed by each of the Parties.
5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement. The Parties may sign and transmit an electronic signature of this Agreement (by facsimile, .PDF, or e-mail transmission) which signature shall be binding on the party whose name is contained therein.

The undersigned on behalf of Vendor hereby warrants, represents, and certifies to the City the he/she is the lawful representative of Vendor and that he or she has the authority to execute this Agreement by and on behalf of Vendor relative to the terms and conditions herein.

For Vendor:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_signed

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_printed

[NAME OF SIGNATORY FOR VENDOR AND CORPORATE NAME IF APPLICABLE]

STATE OF FLORIDA – COUNTY OF MIAMI-DADE

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[NAME OF SIGNATORY], in his/her capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ including “in his/her capacity as \_\_\_\_\_\_\_\_[POSITION, IF A CORPORATION WITH CORPORATE NAME, OTHERWISE DELETE]. He/She ispersonally known to me or produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification.

FOR CITY OF MIAMI:

ATTEST:                                                        **CITY OF MIAMI,** a municipal

corporation of the State of FloriDa

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todd B. hannon                                              ARTHUR NORIEGA, V

City Clerk                                                         city manager

APPROVED AS TO RISK MANAGEMENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNE-MARIE SHARPE

DIRECTOR OF RISK MANAGEMENT

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VICTORIA MÉNDEZ

CITY ATTORNEY