

City of Doral Parks and Recreation Department

ENTERTAINMENT AGREEMENT

Entertainer: The Chaut
Nature of Performance: TOP 40S BANDS
Date of Performance: July 4, 2015
Performance Location: DORA CENTRAL PARK (the "Location")
Hours: ONE FORTY MINUTE SET, 805-845 PM (the "Time")
Compensation Amount: \$3,300.00 (the "Fee")
Payment: (Provide name & address of the entity to which checks should be made payable)
Name: TROPICS EMPORATIONENT Address: 18500 NE 544 Ave, SUITE #3, MIAMI, FLS
Completed IRS W9 Form: (See attached) Yes No
Musical / Technical / Sound / Lighting Needs: Yes Vo
(Explain needs and manner provided) SOL RIDER ATTHLYED

- A. <u>Coordination; Manner of Performance</u>. Entertainer shall furnish the Performance in coordination with the City's Parks & Recreation Director, who shall represent the City in administering this Agreement, unless otherwise directed by the City Manager. Entertainer shall furnish the Performance in accordance with the time limits set forth in this Agreement. Entertainer acknowledges and agrees that time is of the essence in providing the Performance and the Time frame(s) set forth herein must be strictly followed, unless otherwise directed by the Parks & Recreation Director.
- B. <u>Insurance</u>. Entertainer shall furnish to the City, no later than five (5) days prior to the Performance, a certificate of insurance showing coverage of such type and with such limits as specified in Exhibit "A", which is incorporated here by this reference. Entertainer shall keep such insurance in force through the end of the Performance. Failure to do so may cause the City to cancel this Agreement without notice to Entertainer. The City reserves the right to require additional insurance beyond that provided in Exhibit "A", if deemed necessary to adequately protect the City.
- C. Indemnification. Entertainer agrees to indemnify, defend, and hold harmless the City, its elected

- officials, officers, employees, agents, servants, and volunteers ("Indemnitees"), from and against any and all claims, demands, and/or causes of any kind, for any loss, damage, and costs, including, but not limited to, reasonable attorney's fees, that may be incurred by Indemnities, as a result of the action(s), error(s), and/or omission(s) of the Entertainer and/or persons employed and/or contracted by Entertainer, in the provision of the Performance.
- D. <u>Force Majeure</u>. If Entertainer is unable to perform due to inclement weather, dangerous conditions, and/or other acts that are not the fault, and beyond the control, of either party, the City and Entertainer may agree to cancel this Agreement or to reschedule the Performance to a subsequent date on which the same or similar Performance may be needed by the City. If this Agreement is cancelled under this provision at least twenty-four (24) hours in advance of the Performance Time, Entertainer shall not be entitled to the Fee. Entertainer shall be entitled to fifty percent (50%) of the Fee if force majeure has prevented and/or stopped Entertainer from setting-up. Entertainer shall be entitled to one hundred percent (100%) of the Fee if Entertainer has commenced the Performance and force majeure has prevented the completion of the Performance.
- E. <u>Termination</u>. In addition to the manners otherwise provided herein, the City may terminate this Agreement for any reason by providing Entertainer with notice no less than twenty-four (24) hours prior to the start of the Performance Time or immediate notice at any time if the City considers an act of the Entertainer and/or its agents to be violative of any provision of this Agreement and/or of local, state or federal law.
- F. <u>Independent Contractor</u>. Entertainer and its employees, volunteers, and agents shall be deemed independent contractors and not agents or employees of the City, and shall not have any rights or benefits generally afforded to employees, including, but not limited to, workers' compensation benefits.
- G. <u>Assignment</u>. Entertainer acknowledges that the City has contracted with Entertainer because of skills that are unique to Entertainer. This Agreement is not assignable without the express written consent of the City.
- H. <u>License/Release</u>. No recording, reproducing, and/or transmitting of the Performance is permitted, without prior consent of the City. Entertainer hereby gives the City a perpetual, limited license for, and general release of, any photographs, video recording, and/or any other form of audio visual recording, of the Performance, which the City may cause to be produced and used for promotional, publicity, and/or public information purposes. The City shall not otherwise use the image and likeness of the Entertainer without the Entertainer's express, written consent.
- I. <u>Entertainer's Representations</u>. Entertainer warrants and represents that it has all requisite rights, permissions, and authority, whether governmental or private, necessary to furnish the Performance. Entertainer also warrants and represents that is has not employed or retained any company or person, other than a bona fide employee working solely for the Entertainer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity, other than a bona fide employee working solely for Entertainer, any fee, commission, percentage, gift, or other consideration, contingent upon the award or entering into of this Agreement.
- J. <u>Records</u>. Entertainer shall keep and maintain all records related to this Agreement and the Performance, which would ordinarily and necessarily be required to be kept by the City and to make such records available to the City and/or the public, as required by Chapter 119, Florida Statutes. Upon the City's request, the City shall have the right to review, request copies and audit such records at no cost to the City. The City may immediately terminate this Agreement if Entertainer fails to comply with this provision and Chapter 119, Florida Statutes.
- K. <u>Miscellaneous</u>. This Agreement can not be modified without the express, written mutual consent of the Parties. This Agreement shall be governed, interpreted, and enforced, in accordance with the laws of the State of Florida, without regard to conflict of laws provisions. Venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, in a court of competent jurisdiction. The parties hereby waive any right to trial by jury for any such litigation. This Agreement and any attached exhibits constitute the entire Agreement between the parties, which shall become

valid when fully executed by the parties, either in one document or in counterpart.

The parties, by and through their duly authorized representatives, have executed this Agreement intending to be bound, as of the date of the final signature below.

Entertainer

Title: PRESIDENT

Date: 412115

City of Doral

Attest:

Connie Diaz, City Clerk

Edward A. Rojas, City Manager

Date:

Approved as to Form and Legal Sufficiency For The Sole Use of the City of Doral:

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER TOMPKINS INSURANCE PO BOX 6707 WYOMISSING, PA 19610-0707 (810) 603-7472		CONTACT NAME:			
		PHONE (A/C, No. Ext):	(610) 603-7472	FAX (A/C, No):	(610) 803-2025
		E-MAIL ADDRESS:			
			INSURER(S) AFFORDING	NAIC #	
		MSURER A:	United States Fire I	21113	
INSURED	SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:	INSURER 8 :			
		INSURER C:			
Tropics Entertainment, Inc. 763 Arthur Godfrey Road, Suite H Miami Beach, FL 33140		INSURER D:			
		INSURER E :			
		MSURER F:			
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PROJECT .										
COVERAGES CERTIFICATE NUMBER: USS265357	REVISION NUMBER:									
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR TYPE OF ENSURANCE INSR WVD POLICY NUMBER	I PULIGIEFF 1.	POLICY EXP	LIMITS							
GENERAL LIABILITY	7		GENERAL AGGREGATE	\$2,000,000.00						
1 1 1			PRODUCTS - COMP/OP AGG	\$2,000,000.00						
X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X SRPG-101-0414 SRPG-101-0414 A PPROVED BY RISK MANA PRO LOG			PERSONAL & ADV INJURY	\$1,000,000.00						
X SRPG-101-0414	01/01/2015	01/01/2016 12:01 AM	EACH OCCURRENCE	\$1,000,000.00						
DISK MANY	AGENIAN AND	12.01 7.81	FIRE DAMAGE (Any one fire)	\$300,000.00						
GENT AGGREGATE UNIT APPLIES PER:		_	MED EXP (Any one person)	\$5,000.00						
X POLICY PRO LOC	-4									
A Total			COMBINED SHAGLE DIAT	\$						
1814			BODILY INJURY (Per person)	\$						
ALL CYPRED SCHEDURED 10 TIRE:			BODILY INJURY (Per accident)	\$						
HRED AUTOS AUTOS CIGNA CONTROL AUTOS			PROPERTY DAMAGE (Per accident)	\$						
UMBRELLA LIAB OCCUR		0.4.10.4.0	EACH OCCURRENCE	\$1,000,000.00						
A X EXCESS LIAB CLAIMS-MADE X USX101409		01/01/2016 12:01 AM	AGGREGATE	\$1,000,000.00						
DED RETEATION \$	12.01-7111	12.017								
			EACH OCCURRENCE	\$						
			GENERAL AGGREGATE	\$						
			EACH OCCURRENCE	\$						
			GENERAL AGGREGATE	\$						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Atlach ACORD 101, Additional Remarks Schedule, if more space is required) Disc Jockey The certificate holder is added as additional insured but only with respects to the operations of the named insured during the policy period.										
CERTIFICATE HOLDER	CANCELLATION									
The City of Doral 8401 NW 53rd Terrace Doral, FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
	AUTHORIZED REPRESENTATIVE									

Tompkins Insurance