



City of Doral
Parks and Recreation Department

ENTERTAINMENT AGREEMENT

This Entertainment Agreement (the "Agreement"), dated this 1st day of April 2017, by and between Orquesta America (the "Entertainer"), and the City of Doral, for the provision of a special performance by Entertainer for the City (the "Performance"), in accordance with the following terms and conditions:

1. **Entertainer:** Orquesta America
2. **Nature of Performance:** Live performance for Independence Day Celebration
3. **Date of Performance:** 7/4/17
4. **Performance Location:** Doral Central Park (the "Location")
5. **Hours:** 8:00 pm (TBD) (the "Time")
6. **Compensation Amount:** \$2500⁰⁰ (the "Fee")
7. **Payment:** (Provide name & address of the entity to which checks should be made payable)

Name:

Ruben Otero dba Orquesta America

Address: 613 SW 9301 Miami, FL 33174

8. **Completed IRS W9 Form:** (See attached) Yes No

9. **Musical / Technical / Sound / Lighting Needs:** Yes No

(Explain needs and manner provided) sound & lighting. Please provide sound company info.

10. **Additional Terms & Conditions:**

A. **Coordination: Manner of Performance.** 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. Insurance. 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. Force Majeure. 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. Termination. 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. Independent Contractor. 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. Assignment. 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. License/Release. 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. Entertainer's Representations. 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 it 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. Records. 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. Miscellaneous. 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.

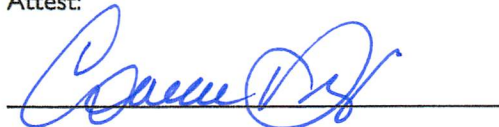
The parties, by and through their duly authorized representatives, have executed this Agreement intending to be bound, as of the date of the final signature below.

Entertainer



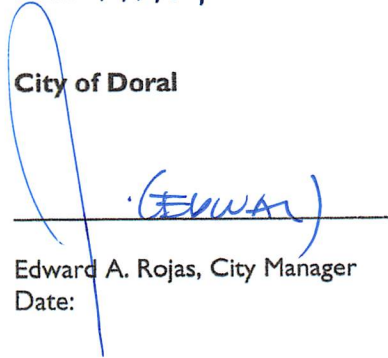
Name: Lucy Graul
Title: co-owner
Date: 4/11/17

Attest:



Connie Diaz, City Clerk

City of Doral



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 Cole & Bierman, P.L..
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2017

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(ies) 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).

PRODUCER DELIA IZQUIERDO INS. AGENCY 300 Aragon Avenue, Suite 255 Coral Gables FL 33134		CONTACT NAME: Delia Izquierdo PHONE (A/C No. Ext): 305-442-2182 E-MAIL ADDRESS: izquierdo_delia@yahoo.com FAX (A/C No): 305-442-2357	
INSURED America Entertainment DBA Orquesta American 613 SW 97 CT Miami FL 33174		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			MERCFL009582	07/03/2017	07/03/2018	EACH OCCURRENCE	\$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event dated 07/04/2017
Independence Day Celebration

CERTIFICATE HOLDER**CANCELLATION**

City of Doral Park & Recreation Department 8401 NW 53 Terr Doral, FL 33166 Att: Jessica Roth	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 
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