



City of Doral  
Parks and Recreation Department

**ENTERTAINMENT AGREEMENT**

This Entertainment Agreement (the "Agreement"), dated this 30 day of MARCH 2017, by and between TROPICS ENTERTAINMENT / THE CLIQUE (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: THE CLIQUE
- 2. Nature of Performance: TOP 40 BAND

- 3. Date of Performance: JULY 4, 2017
- 4. Performance Location: DORAL CENTRAL PARK (the "Location")
- 5. Hours: 6:50PM TO 7:40PM (the "Time")
- 6. Compensation Amount: \$4,000.00 (the "Fee")
- 7. Payment: (Provide name & address of the entity to which checks should be made payable)

Name: TROPICS ENTERTAINMENT

Address: 18500 NE 5TH AVE, SUITE 3, MIAMI, FL 33179

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

- 9. Musical / Technical / Sound / Lighting Needs: Yes  No   
(Explain needs and manner provided) PLEASE SEE RIDER ATTACHED

- 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.

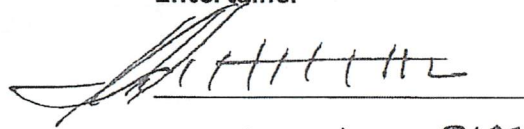
- B. Insurance. Entertainer shall furnish to the City, no later than five (5) days prior to the Performance, a certificate of insurance showing coverage of such type and with such limits as specified in Exhibit "A", which is incorporated here by this reference. Entertainer shall keep such insurance in 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 Indemnitees, 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.

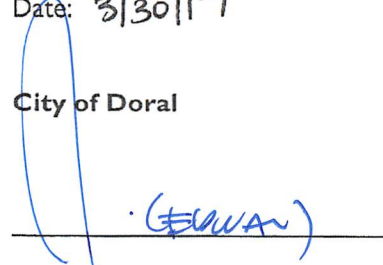
The parties, by and through their duly authorized representatives, have executed this Agreement intending to be bound, as of the date of the final signature below.

**Entertainer**



Name: STEVE MITTENTHAL  
Title: PRESIDENT  
Date: 3/30/17

**City of Doral**




Edward A. Rojas, City Manager  
Date:

Attest:



Connie Diaz, City Clerk

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



Weiss Scrota Helfman Cole & Bierman, P.L..  
City Attorney

# Exhibit "A"



**City of Doral**  
**Vendor Information Form**  
 Please complete the information below and the W-9  
 and email completed forms to:  
Procurement@CityofDoral.com

Corporate Name \_\_\_\_\_

Corporate Address (Same as on W-9)	Contact Person	Phone	Fax
<u>Tropics Entertainment</u> <u>18500 NE 5<sup>th</sup> AVE, Suite 3</u> <u>Miami, FL 33179</u> <u>www.tropicsentertainment.com</u> Web Address	<u>Steve Mittenthal</u>  <u>Steve@tropicsentertainment.com</u> Email Address	305-531-3468	305-531-7171

PO Mailing (Ordering) Address	Contact Person	Phone	Fax
<u>Same as above</u> _____ _____ _____	_____  _____ Email Address	_____	_____

Payment Remit To Address	Contact Person	Phone	Fax
<u>Same as above</u> _____ _____ _____	_____  _____ Email Address	_____	_____

**– Remember –**  
**You must register as a vendor through the City's Procurement webpage**  
**and/or through the DemandStar system.**



INVOICE # 7417  
3/30/2017

**TO:** CITY OF DORAL - ATTN: JESSICA ROTH  
8401 NW 53<sup>RD</sup> TERRACE  
DORAL, FL 33166  
SENT VIA EMAIL: JESSICA.ROTH@CITYOF DORAL.COM

**VENUE:** DORAL CENTRAL PARK

**ARTIST:** THE CLIQUE

**DATES:** TUESDAY, JULY 4, 2017

**HOURS:** APPROX: 6:50PM TO 7:40PM

**FEE:** \$4,000.00 PAYABLE TO TROPICS ENTERTAINMENT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/14/2017

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).

<b>PRODUCER</b> FRANCIS L. DEAN & ASSOCIATES OF FLORIDA, LLC P.O. BOX 772181 OCALA, FL 34474-5547 <a href="http://www.fdean.com">www.fdean.com</a> (800) 745-2409	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (800) 745-2409	<b>FAX (A/C, No):</b> (352) 854-6380
	<b>E-MAIL ADDRESS:</b> infofl@fdean.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> United States Fire Insurance	<b>NAIC #</b> 21113
	<b>INSURER B :</b>	
<b>INSURED</b> SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:  <b>Tropics Entertainment, Inc.</b> 18500 NE 5TH AVENUE, SUITE #3 MIAMI, FL 33179	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** USS332272                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			SRPG-101-0716	01/01/2017 12:01 AM	01/01/2018 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$2,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
		X					EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$5,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JE-CT <input type="checkbox"/> LOC							
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED    RETENTION \$							
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
The Certificate holder is added as an additional insured but only with respect to liability arising out of operations of the named insured during the policy period.  
Covered Activity: DJ & Band

<b>CERTIFICATE HOLDER</b>  City of Doral 8401 NW 53 Terrace Doral, FL 33166	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 30 DAY WRITTEN NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Francis L. Dean</i>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

Policy Number: SRPG-101-0716/ USS332272  
Insured: Tropics Entertainment, Inc.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
City of Doral 8401 NW 53 Terrace Doral, FL 33166
Information required to complete this Schedule, if not shown above will be shown in the Declarations.

**Section II - WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.