

**S3: SENSORY SUPPORT SPACE  
USE AND HOLD HARMLESS AGREEMENT**

This Use and Hold Harmless Agreement (the “**Agreement**”) is entered into as of March 5, 2026 by and between The Loud And Live Foundation, a nonprofit organization with offices located at 2301 NW 87<sup>th</sup> Avenue, 6<sup>th</sup> Floor, Doral, FL 33172 (“**Foundation**”), and the City of Doral, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 8401 NW 53rd Terrace Doral, FL 33166 (the “**City**”).

WHEREAS, Foundation is the owner/operator of the S3: Sensory Support Space Trailer (the “**Trailer**”);

WHEREAS, City desires to rent and utilize the Trailer the City’s Eggstravaganza event taking place on March 21, 2026, at Doral Central Park (the “**Event**”); and

WHEREAS, Foundation requires indemnification and a hold harmless agreement as a condition to granting such use.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Permitted Use.** City agrees that the Trailer will be used solely as a sensory relief space during the Event identified above and will be operated in a safe and responsible manner. City shall ensure that appropriate personnel or volunteers supervise the Trailer during the Event. The Trailer is intended only as a sensory calming environment and does not provide medical services or treatment.
2. **Responsibility During Use.** City shall be responsible for the Trailer while it is in City’s possession or control, including responsibility for: (a) Proper placement and safe operation at the Event site; (b) Supervision of individuals using the Trailer; and (3) Compliance with applicable safety requirements.
3. **Assumption of Risk.** City acknowledges that use of the Trailer involves certain inherent risks, including but not limited to property damage, injury to persons, and other unforeseen risks. City assumes all risk of loss, liability, damage, or cost that may arise from City’s use, operation, or occupancy of the Trailer during the Event.
4. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, City hereby agrees to defend, indemnify and hold harmless Foundation and its respective officers, directors, employees, agents, representatives, successors, and assigns (collectively, the “**Indemnitees**”), from and against any and all losses, liabilities, claims, damages, demands, suits, judgments, costs, and expenses (including reasonable attorneys’ fees) arising from, related to, or in connection with: (a) City’s rental, use, operation, or occupancy of the Trailer; (b) any act or omission by City, its officers, employees, agents, contractors, invitees, or attendees during the Event; or (c) violation of any applicable law or regulation during the use of the Trailer by City. This provision shall apply only to the extent permitted under applicable law, including applicable sovereign immunity limitations. This indemnity shall not apply to the extent that such claims arise solely from the gross negligence or willful misconduct of Foundation.
5. **Insurance.** City represents and warrants that it maintains, and will maintain during the period of the Trailer’s use, liability insurance coverage with limits sufficient to address potential claims arising from its use, occupancy, or possession of the Trailer. Upon request, City will provide Foundation with

a certificate of insurance evidencing such coverage and naming Foundation as an additional insured for the Event.

6. **Condition of Trailer.** Foundation acknowledges that the Trailer is provided in good working condition and agrees to return it in substantially the same condition, normal wear and tear excepted.
7. **Term.** This Agreement applies solely to the Event identified above and shall terminate automatically upon completion of the Event and return of the Trailer to the Foundation.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.
9. **Entire Agreement.** This Agreement contains the entire understanding between the parties regarding the subject matter hereof and supersedes any and all prior agreements, understandings, or representations.
10. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**City of Doral**

Signed: Seil P. Smith  
Name: Zeic  
Title: City Manager  
Date: 3/13/2026

**The Loud And Live Foundation, Inc.**

Signed: Jose D Garcia-Tunon  
Name: Jose D. Garcia-Tunon  
Title: SVP, Legal & Business Affairs  
Date: 3/5/25