CITY OF MARATHON, FLORIDA
9805 Overseas Highway, Marathon, FL 33050
Phone (305) 743-0033 | www.ci.marathon.fl.us

Request for Use of City of Marathon Meeting Room

Name: _____

Name of Organization: _____

Billing Address: _____

Email: _____ Phone Number: _____

Staff Sponsor(s) to be present (if any): _____

Expected number of Participants: _____

Requested Date(s) : _____

Arrival Time: _____ Start Time: _____ Finish Time: _____

Facilities may not be utilized before 8:00 am or after 9:30 pm

Name and brief description of meeting:

For Council Chambers Only:

Request for use of City technical equipment? ☐ Yes ☐ No

Request to sever food and beverages (other than water) ☐ Yes ☐ No

If yes, describe: _____

The signature below acknowledges receipt of the Policy and Procedures for Meeting Room Facility Use that is attached to this document.

_____ _____ _____

Signature Printed Name Date

Please email form to Mariah Muino muinom@ci.marathon.fl.us or deliver to City Hall at 9805 Overseas Hwy, Marathon, FL 33050

FOR CITY USE

Received Date: _____

Assigned Room: ☐ Fire Rescue Conference Room (Occupancy 70) ☐ City Council Chambers (Occupancy 156)

Coordination with:

IT Department (Technology): _____

Public Works (Door Locks/AC): _____

Fire Rescue: _____

Insurance Administrator: _____

Janitorial Services: _____

Items Attached: ☐ Hold Harmless ☐ Signed Request ☐ Insurance

Approved: ☐ No ☐ Yes By: _____ Date: _____

Number of Hours: _____ Fees to be Charged: _____

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Indemnification and Hold Harmless Agreement

This Use, Indemnification and Hold Harmless Agreement (the "Agreement") dated this ____day of _____20____, executed by _____ (the "Indemnitor") in favor of The City of Marathon, Florida (the "City").

WITNESSETH

WHEREAS, the Indemnitor has applied to the City for a Permit to hold an event on City property located at _____ (the "Property"); and

WHEREAS, as a condition of approval of the Permit, the Indemnitor has agreed to provide this indemnification and Hold Harmless to the City, including the insurance provisions.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees:

1. Indemnification and Hold Harmless The Indemnitor covenants and agrees that it will indemnify, defend and hold harmless the City, its elected officials, its employees, agents consultants, legal counsel, and volunteers from any and all claims including bodily injury or property damage, liabilities, losses, damages, fines, costs, fees, and expenses including attorney's fees and costs (at both the trial and appellate levels) arising out of or in any way relating to the Indemnitor's activities upon the Property, including, without limitation claims of third parties for property damage or for bodily injuries and any and all expenses or obligations including reasonable attorneys' fees and costs.
2. Insurance The Indemnitor hereby represents to the City that it has obtained the required insurance naming the City as an additional insured for the minimum coverage amounts specified by the City Manager and has provided the City with a Certificate of Insurance. The Indemnitor further represents that the Insurance Certificates delivered to the City are in full force and effect and shall not be cancelled prior to the event.
3. Clean-up The Indemnitor shall be responsible for maintenance of the Property during the event period. The Indemnitor shall remove all trash and debris accumulated during the event period from the Property and shall return the Property to the Contractor in the same condition as received. If the Property is not returned in the same condition, Indemnitor agrees to pay actual costs of clean up.
4. Personal Property All personal property placed at the Property by the Indemnitor shall be at the risk of the Indemnitor and the City shall not be liable for any loss or damage to the Indemnitor's personal property located thereon for any reason whatsoever. The Indemnitor's agrees and understands that the City does not and shall not carry liability, theft or fire insurance on said property to cover the Indemnitor's interest therein.
5. Survival of Terms The hold harmless and indemnifications provided in this Agreement shall survive termination of the event.
6. Release The Indemnitor shall additionally hold harmless and release the City Manager or his designee from any claims for damages, including but not limited to economic consequential or other monetary damages suffered by the Indemnitor, in the event that the City Manager or his designee revokes the Permit or otherwise stops the event due to the Indemnitee's violations of any conditions of the Permit, applicable laws or City regulations.
7. Successors or Assigns. This Agreement shall be binding on the Indemnitor's successors, assigns or heirs and run in favor of City's successors and assigns.

IN WITNESS WHEREOF, Indemnitor has executed this Agreement.

INDEMNITOR:

Signature	Date	Signature	Date
Print Name		Print Name	

NOTARY STATE OF _____

COUNTY OF _____

Before me, this ____ day of _____, 20_____, personally appeard _____
Who executed this foregoing instrument, and acknowledged before me that same was executed for the purposes therein expresses.
☐ Personally Known or ☐ Produced ID: _____

_____ _____
Signature of Notary Public – State of _____ My Commission Expires: