

EXHIBIT B

MONROE COUNTY BOARD OF COMMISSIONERS EVENT AND USE OF COUNTY PROPERTY HOLD HARMLESS AND INDEMNITY AGREEMENT (not required for interdepartmental use)

For and in consideration of having been granted permission by the Monroe County Board of Commissioners, County Administrator, and/or Assistant County Administrator, or his/her designee to hold an Event within Monroe County limits or on Monroe County property, the Undersigned on behalf of the organization hereby agrees on behalf of the organization, to protect and hold harmless Monroe County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Undersigned or any of Undersigned employees, agents, contractors or other invitees, (B) the negligence or willful misconduct of Undersigned or any of its employees, agents, sub-contractors or other invitees, or (C) Undersigned's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than Undersigned) arising out of or occurring in connection with the event or the use of County property described herein. The Undersigned also agrees to protect and hold harmless Monroe County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any present, past or future claims which may be asserted by this organization, or any member of this organization or any participation or third party arising out of or occurring in connection with this event or the use of County property.

That as the consideration of the County entering into this Agreement with the Undersigned, it is agreed and understood that the Undersigned shall indemnify the County against any and all claims or expenses or losses of any type, which are related to or arising from the participation of the Undersigned in this event. The Undersigned agrees and understands that a part of said consideration for this Agreement shall include the Undersigned's promise that any rights to bring suit against the County and any rights to compensation therefrom on any matters arising from or otherwise related to Undersigned's participation in this event have been knowingly and willingly relinquished by the Undersigned under this Agreement.

The Undersigned therefore agrees to save harmless, indemnify, and defend the County, including its subsidiaries and affiliates, its consultants, representatives and agents, volunteers, elected and appointed officers, and employees from any and all claims, suits, actions, damages, expenses, losses, penalties, interest, demands, judgments, and liabilities claims and related expenses in connection with the loss thereof, and costs of suit, including attorneys' fees, for any expenses, damages, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss or use thereof, including environmental impairment, arising directly or indirectly on account of or arising out of the Undersigned's participation in this event or the use of County property. The Undersigned's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Undersigned agrees to pay on behalf of Monroe County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Or in the case of another Government agency

The _____, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious actions, which result in claims or suits against either County or _____, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts. The County, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either the _____ or County, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

In all cases

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement. The extent of liability is in no way limited to, reduced, or lessened by any insurance requirements.

Those who are hereby released shall not be stopped or otherwise barred from asserting any expressly reserved right to assert any claim or cause of action they may have against the Undersigned or any others.

Damage done to any County equipment or property during the time the County property is utilized by the Undersigned will be the responsibility of the Undersigned. By utilizing County property, the Undersigned understands and agrees to promptly repair (with permission from the County) and return the property to equal or better condition than the property was in before the use at no cost to the County.

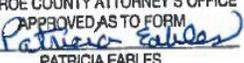
This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Monroe County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

By the signature to this document, the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms. If the undersigned is an entity or an organization, the undersigned is authorized and holds the actual authority as the Legally Authorized Representative of this entity/organization to enter into this Agreement and the entity/organization has delegated such signatory authority to me.

In witness whereof I/we have hereunto set my/our hand and seal this ____ day of _____ in the year 20____.

NAME OF EVENT _____
DATE(S) OF EVENT _____
LOCATION OF EVENT _____
PURPOSE OF EVENT _____

Individual/Organization/Sponsor's Name

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM

PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 1/10/2025

Signature of Legally Authorized Representative

Printed Name and Title

State of Florida
County of Monroe

SUBSCRIBED AND SWORN to (or affirmed before me) by means of __ physical presence or __online notarization on this ____ day of _____, 20____, by _____ (name of affiant), who is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

(SEAL)