

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Hold Harmless Agreement with Celery City Cruisers

DEPARTMENT: Library & Leisure Services **DIVISION:** Administration

AUTHORIZED BY: *J. Goldman* **CONTACT:** J. Suzy Goldman **EXT:** 1605

Agenda Date: <u>4/11/06</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Hold Harmless Agreement for Antique Car Show with Celery City Cruisers.

BACKGROUND:

Celery City Cruisers (classic automobile club) will hold an Antique Car Show on the grounds of the Museum of Seminole County History November 11, 2006. The Hold Harmless Agreement is to indemnify County against liability loss or damage.

Reviewed by Co Atty: <u><i>[Signature]</i></u> DFS: _____ Other: _____ DCM: _____ CM: <u><i>[Signature]</i></u> File No. CLLA01
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CELERY CITY CRUISERS
AGREEMENT AND HOLD HARMLESS

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **CELERY CITY CRUISERS**, a recreational organization, whose mailing address is P.O. Box 560, Sanford, Florida 32772, hereinafter referred to as "CRUISERS".

In consideration of the mutual terms and conditions hereinafter set forth COUNTY and CRUISERS agree as follows:

COUNTY hereby agrees to allow CRUISERS to use the Seminole County Historical Museum grounds located at 300 Bush Boulevard, Sanford, Florida 32773, as described in Exhibit "A" attached hereto and incorporated herein, on November 11, 2006, for the purpose of holding its Antique Car Show.

CRUISERS agrees to indemnify and hold harmless the COUNTY from and against any and all liability, loss, or damage the COUNTY may sustain as a result of claims, demands, grievances, costs, judgments, or causes of action of every kind and nature whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature or description arising or which may hereafter arise from CRUISERS use of the Seminole County Historical Museum grounds.

CRUISERS shall provide, pay for, and maintain in force at all times during the term of this Agreement such insurance as will provide to COUNTY the protection contained in the foregoing indemnification

and hold harmless undertaken by CRUISERS. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to the COUNTY. COUNTY reserves the right to require a certified copy of such policies upon request. The maintenance of the insurance coverage set forth herein shall not be construed to limit CRUISERS liability under the provisions of the indemnification clause.

CRUISERS does hereby release and discharge COUNTY, its agents, officers and employees from and against any and all claims, demands, grievances, costs, judgments, or causes of action of every kind and nature whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature or description arising or which may hereafter arise from CRUISERS use of the Seminole County Historical Museum grounds.

CRUISERS shall be responsible for cleaning up and leaving the premises in the same condition as they were found. Failure to maintain or clean up the premises used shall result in the COUNTY employing such persons as necessary to bring the premises used up to the condition existing prior to use by CRUISERS. CRUISERS shall be responsible for any costs incurred by the COUNTY for such cleanup services.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

Joyce Danopuk
Witness
JOYCE DANOPUK

Print Name

Michael J. Hanson
Witness

MICHAEL J. HANSON

Print Name

CELERY CITY CRUISERS

By: David Scott
DAVID SCOTT, President

Date: March 13, 2006

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20
regular meeting.

Approved as to form and
legal sufficiency

County Attorney
AC/lpk
3/1/06
celery city cruisers

Attachment:
Exhibit "A" - Historical Museum Grounds Map

February 20, 2006

Seminole County Historical Museum
Bush Blvd.
Sanford, Florida 32773

Subject: 23rd Annual Car Show

To Whom It May Concern:

The Celery City Cruisers of Sanford, Florida respectfully request to hold their 23rd Annual Car Show at the Historical Museum again this year as we did last year. We hope that it will benefit each of us as it did last year, as we had a lot of people stroll through the Museum and see it for the first time.

Please consider our request and get back with us as soon as possible. The requested date is for November 11, 2006.

Thank you very much,



Joyce Danopuk
Secretary & Treasurer
Celery City Cruisers
P.O. Box 560
Sanford, Florida 32771
407-467-7332