

SMALL EVENT AGREEMENT

THIS SMALL EVENT AGREEMENT to provide amusements and/or concessions (hereinafter the "Agreement") is made this _____ day of _____, 20____, between Archdiocese of Miami, Inc., a Florida not for profit corporation, including _____ (hereinafter the "Parish"), and _____ (hereinafter the "Vendor"). Parish and Vendor agree as follows:

Section 1. Premises. Parish refers to the designated portion of the Parish more particularly described as follows: _____

Section 2. Term of Operation. Vendor shall provide its services and amusements beginning on _____, 20____, and ending on _____, 20____. The daily hours of the Event may vary from day to day and will be set by Parish. Vendor will be given sufficient time before and after the Event to set up and break down, but under all circumstances the Premises must be vacated by _____.

Section 3. Amusement Rides and Concessions. Vendor hereby agrees to furnish the following amusement rides, concessions and sundries: _____

Vendor may not furnish or substitute any other rides or concessions without the prior written consent of Parish. The Agreement is personal between Parish and Vendor. Vendor shall not assign any portion of the Agreement.

Section 4. Consideration. Parish will pay Vendor as follows: _____

Section 5. Vendor Representative and Personnel. At all times during the operation of the Event, a representative of Vendor responsible for Vendor's operations shall be present on the Premises to operate and supervise. Vendor agrees to furnish competent, qualified ride operators on each amusement. It shall be the obligation of Vendor that all personnel employed by Vendor will be appropriately uniformed, will keep themselves in a neat and clean condition, will deal courteously with patrons of Parish, and will not use rough or profane language, drink alcoholic beverages or use non-prescription drugs at any time while on the Premises. Vendor, upon request, will furnish a list, including names, date of birth and social security number of all personnel who

will assemble, disassemble or operate the rides, whether such request occurs before, during or after the Event.

Section 6. Condition of Premises. Vendor agrees to quit and surrender the Premises and all equipment therein to Parish at the end of the term of the Agreement in the same condition as the date of the commencement of the Agreement, ordinary use and wear thereof only excepted.

Section 7. Licenses and Permits. It shall be the full and sole responsibility of Vendor to obtain and pay for all Federal, State, County and other licenses, permits and inspections that may be required to operate its amusement rides and concessions and, furthermore.

Section 8. Liability/Indemnification of the Parish. It is expressly understood and agreed by and between the parties hereto that in no case shall the Parish be liable to the Vendor, or any other person or persons, for any injury, loss and/or damage to any person or property on the Premises or on the amusements provided by the Vendor or by virtue of any act, error, or omission of Vendor, whether same is caused by or results from the carelessness, negligence, or improper conduct of the Vendor, its agents or employees or otherwise, said Vendor hereby taking all risk and indemnifying Parish for any such damage or injury, including any defense attorney's fees and costs arising from any such claims. Vendor agrees to hold Parish harmless from any claims for damages, caused by the act, error, or omission of Vendor, its agents, employees, assigns, invitees or otherwise regardless of whether the claim for damages arises out of an occurrence occurring before, during, or after the time set forth in the Agreement for providing amusement rides and concessions. The provision shall survive the termination of the Agreement.

Section 9. Insurance. Vendor, at its cost, shall provide the following forms of insurance: Commercial General Liability including coverage for Bodily Injury; Property Damage; Contractual Liability; and Personal Injury-encompassing libel, slander, false arrest, malicious prosecution, wrongful entry or eviction, advertiser's liability, including violation of Trademark or copyright and discrimination. In the event that any liquor is being sold, the policy shall include liquor liability coverage. If liquor is provided at no charge, the policy shall include host liquor liability coverage. Such policy will contain the provision that Parish is an additional insured and that coverage provided herewith shall be primary over any other insurance or self-insurance program available to Parish for any liabilities arising in connection with the Agreement. The minimum limits acceptable for General liability are: One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. In addition, Vendor shall have an Automobile Insurance policy providing coverage of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage for at least all owned, non-owned and hired vehicles. Vendor shall also have Statutory Worker's Compensation Insurance as well as Employer's liability with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence and shall indemnify and hold harmless Parish for any and all claims arising from Vendor's employees. All insurance shall be placed with companies approved to do business in the State of Florida which shall have an AM Best rating of at least an "A", and Financial Category of at least "VII". Vendor shall furnish Parish with an originally signed Certificate of Insurance clearly demonstrating the above coverage requirements to the satisfaction of the Parish. Such certificate shall indicate that not less than thirty (30) days' advance notice shall be provided to Parish prior to cancellation, expiration or material alteration of any policy of

insurance. Parish is entitled to receive a copy of any policy of insurance covered by the Agreement within thirty (30) days of such policy being issued.

Section 10. Storage. Vendor assumes all responsibility for all goods, materials, exhibits, displays, articles and other tangible personal property in or on the Premises before, during or after the Event, and Parish assumes no responsibility for said items. Vendor agrees to assume all risk or loss of said property and will defend, indemnify and hold Parish harmless from any and all loss.

Section 11. Safety Standards. Vendor agrees to comply with any safety standards and to operate all rides and amusement devices according to the safety standards, rules and regulations.

Section 12. Screening Requirements. Vendor acknowledges and agrees that Parish is committed to insuring the safety and well-being of its students, children, and youth, its elderly and aged, and its disabled, and condemns all forms of abuse or neglect of people of all ages. Vendor represents and warrants that all persons affiliated or associated with Vendor, whether by employment, volunteer, invitation, or any other status, who have access to the Premises by virtue of the Agreement, shall meet the minimum level 2 screening requirements of Sections 435.04 and 1012.465, Florida Statutes, and Vendor shall perform all necessary background investigations to ensure such compliance. If, at any time, Parish is not satisfied that this requirement has been met for any person affiliated with Vendor, or for any reason in its sole discretion, with or without cause, Parish may request that Vendor or any person affiliated with Vendor be prohibited from accessing the Premises, and Vendor shall immediately vacate the Premises or prohibit such person identified by Parish from accessing the Premises, as Parish may direct. It is expressly understood and agreed that Vendor shall be strictly liable for any injury, loss and/or damage to any person, and shall indemnify and hold Parish harmless from any claims, resulting from Vendor's failure to comply with the requirements stated herein. Parish shall not be liable for any termination fees or damages (direct, indirect or consequential) as a result of enforcing this Section.

Section 13. Cancellation. Parish reserves the unilateral right to cancel the Agreement. Should Parish exercise its rights to cancel the Agreement with seven (7) calendar days or greater notice, Vendor agrees to waive any and all right to consideration or damages.

Section 14. General Terms. The venue of any legal proceeding brought in connection with the Agreement shall be in the County where Premises is situated in accordance with the laws of Florida. The terms of the Agreement are severable, and in the event that any specific term herein is determined to be unenforceable, the remainder of the Agreement shall remain in full force and effect. The failure of Parish to insist on the strict performance of any one or more of the covenants, terms and conditions of the Agreement, shall not be construed as a waiver of such covenants, terms or conditions. The foregoing constitutes the entire Agreement between the Parties and may be modified only by a writing signed by both Parties. Any and all prior agreements, understandings, and representation are hereby terminated and canceled in their entirety and are of no further force or effect. Unless otherwise provided in the Agreement, all of the terms, provisions, representations and warranties, and all remedies available to any party shall survive termination of the Agreement.

The terms of this Small Event Agreement supercede and control any conflicting terms contained in any other agreement or document signed by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

**Archdiocese of Miami, Inc.,
a Florida not-for-profit corporation**

By: _____

Print name: _____

Title: _____

Date: _____

Vendor

By: _____

Print name: _____

Title: _____

Date: _____

Pastor\Administrator

By: _____

Print name: _____

Title: _____

Date: _____