

# Indemnity Agreement

**THIS SERVICES AGREEMENT** (this "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by the undersigned party identified as the "Indemnitor" to and in favor of **GIVE KIDS THE WORLD, INC.**, a State of Florida, non-profit corporation ("GKTW").

## Premises

**WHEREAS**, GKTW is an organization that grants and fulfills wishes to sick children and their families (the "Purpose") and in connection with such Purpose, GKTW maintains campuses, facilities, sites and parks in various geographic locations (the "Facilities");

**WHEREAS**, the undersigned Indemnitor has been engaged by GKTW to perform certain Services (defined below) related to the fulfillment of one or more wishes made by one or more children that: (a) are visiting GKTW's Facilities for the fulfillment of a wish; or (b) otherwise have received a wish from GKTW;

**WHEREAS**, the services to be performed by Indemnitor consist of the following: Pioneer Middle School band will perform for these children and their families on November 11, 2017, followed by a tour of the facility.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(the "Services");

**NOW, THEREFORE**, in consideration of the forgoing premises, the receipt by Indemnitor of certain consideration paid by GKTW or a third party to Indemnitor, or the receipt by Indemnitor of other consideration that Indemnitor has determined to be sufficient, Indemnitor hereby agrees as follows:

1. **Indemnification**. At all times that Indemnitor is visiting a Facility, is performing any Services or is otherwise engaged by GKTW to assist in the fulfillment of a wish for any child, Indemnitor shall indemnify and hold GKTW harmless from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and court costs, that GKTW may incur as a result of any claim that may be asserted by any child receiving a wish, any parent or guardian of such child or any other third party, related to any action, failure to act or any service or activity, taken, provided or engaged in by Indemnitor.

2. **Representations and Warranties**. Indemnitor hereby represents and warrants to GKTW that Indemnitor has the necessary skill and expertise to perform the Services in a safe and effective manner and that Indemnitor will comply with all GKTW policies related to performing the Services or related to Indemnitor's presence on or in any of the Facilities.

3. **Insurance**. Indemnitor has appropriate levels of commercial general liability insurance coverage, or other equivalent insurance coverage, that are adequate to cover any liability arising from Indemnitor's indemnification obligations under this Agreement. Indemnitor has provided GKTW with acceptable evidence of such insurance coverage.

4. Attorneys' Fees; Governing Law; Venue. In the event of any controversy, claim or dispute among the parties arising out of or related to this Agreement, the prevailing party shall be entitled to receive from the other party reasonable costs and attorneys' fees that are actually incurred. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. The parties agree to, and do hereby, submit to the exclusive jurisdiction of the state or federal courts of competent jurisdiction sitting in the State of Florida to hear and resolve disputes arising out of, or related to this Agreement, and agree that the exclusive venue for all such actions shall be in Orange County, Florida.

5. Miscellaneous. Indemnitor may not assign its rights or obligations under this Agreement without the prior written consent of GKTW. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to each of their permitted successors and assigns. In the event that any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, any such invalid, illegal or unenforceable provision shall be treated as modified to the least extent necessary to rectify its invalidity, illegality or unenforceability, and shall be enforced as so modified. The headings in this Agreement are for the purpose of convenience only and they are not intended to be a material part of the Agreement. This Agreement contains the entire agreement between the parties as to the subject matter hereof. This Agreement supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signatures to this Agreement may be exchanged by electronic means and shall have the same legal effect as the exchange of original signatures.

**IN WITNESS WHEREOF**, Indemnitor has executed this Agreement to and in favor of GKTW as of the Effective Date.

**“INDEMNITOR”**

The School Board of Broward County, Florida  
600 SE Third Avenue  
Fort Lauderdale, Florida 33301  
See attached signature page



**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By \_\_\_\_\_  
Abby M. Freedman, Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel