Rule #4-65.0035(1)(c), F.A.C.

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TEMPORARY CLOSING OF STATE ROAD PERMIT

850-040-65 MAINTENANCE 12/11

Date:	- Annaula	Permit No.				
	Governmenta					
Approving Local Governm		Contact Person				
	Organization Requestir					
Name of Organization		Contact Person				
Telephone	Email					
Description of Special Event						
Event Title		Date of Event				
Start Time	End Time					
Event Route (attach map)						
Detour Route (attach map	,					
	Law Enforcement Agency Respo	nsible for Traffic Control				
Name of Agency						
	US Coast Guard Approval for Co	ntrolling Movable Bridge				
Not Applicable						
Copy of USCG Approval Le		·				
Bridge Location						
The Permittee will assume	all risk of and indemnify, defend and sa	ave harmless the State of Florida and the FDOT from any manner on account of the exercise of this event.				
The Permittee shall be resp of litter and providing a safe	onsible to maintain the portion of the securion end to the public.	tate road it occupies for the duration of this event, free				
	Signatures of Auti	norization				
Event Coordinator	Signature	Date				
Law Enforcement Name/Title	Signature	Date				
Government Official Name/Title	Signature	Date				
	FDOT Special Co	nditions				
	FDOT Authoriz	ation				
Name/Title	Signature	Date				

## **INDEMNIFICATION AGREEMENT**

This AGREEMENT, by and between the CITY OF OKEECHOBEE, FLORIDA,
(hereinafter "CITY") and
(hereinafter "APPLICANT"), dated this day of,
WHEREAS, APPLICANT desires to hold or sponsor a special event, parade,
festival, or other activity requiring the temporary closure of a state-controlled
roadway in the City of Okeechobee, Florida, and therefore requires the execution
and submission of an application for such temporary closure to the State of Florida
Department of Transportation by the CITY pursuant to regulations of said
Department, and
WHEREAS, pursuant to Resolution No. 88-5 the CITY requires
indemnification by any applicant for temporary road closure before the appropriate
CITY officials may execute such application to the Department.
NOW, THEREFORE, in consideration of the mutual obligations and covenants
set forth hereafter, the parties agree as follows:
1. APPLICANT shall indemnify, protect, defend, and hold harmless the CITY
from any and all losses, injuries, damages, or claims of any nature or type
resulting directly or indirectly from the temporary road closure and the
special event, festival, parade, or other activity to be held on day of
, Applicant shall further reimburse the CITY for any
and all attorneys' fees, court costs or other legal costs incurred by the
CITY as a result of any such losses, injuries, damages or claims.
2. If the APPLICANT is a corporation, partnership or other legal entity (other
than an individual), APPLICANT shall attach hereto a duly executed
resolution, partnership agreement or other document in legal form
evidencing the authority of the officers of such entity to enter into this
indemnification agreement.
3. Upon the APPLICANT complying with paragraph 2 above, the requirements
of Resolution No. 88-5 of the CITY, and any other reasonable requirements
of the CITY, the CITY shall cause the appropriate City officials to execute

the necessary forms to make application to the State of Florida,

Department of Transportation, for temporary road closure.

APPLICANT		CITY OF OKEECHOBEE, FLOR
BY:		BY:
TITLE:		TITLE: Administrative Assistant
		General Services Departmen
	FOR CITY U	SE ONLY
XX Proof of liabil	ity insurance	
Corporate rese	olution completed	
	olution completed ments (specify) <u>Indemni</u>	fication Agreement
		fication Agreement
		fication Agreement
XX Other require		
XX Other require	ments (specify) <u>Indemni</u>	