



**IMMOKALEE FIRE CONTROL DISTRICT**

**SPECIAL EVENTS FIRE WATCH AGREEMENT**

**AGREEMENT BETWEEN:**

Immokalee Fire Control District (authority having jurisdiction)  
5368 Useppa Drive  
Ave Maria, FL 34142  
(239) 657-2111

**And:**

Applicant (responsible for payment) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Phone (Off) \_\_\_\_\_ Phone (Cell) \_\_\_\_\_

Email \_\_\_\_\_ Tax ID \_\_\_\_\_

**SERVICES TO BE PROVIDED:**

Event Name \_\_\_\_\_

Event Location \_\_\_\_\_

Event Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**SERVICE DATES:**

Dates \_\_\_\_\_

**REQUIRED PERSONNEL:**

\_\_\_\_\_  
\_\_\_\_\_

Dates and times are subject to change at the discretion of the Immokalee Fire Control District Incident Commander.

Event Date	Arrival	Departure	Personnel

**SPECIAL REQUIREMENTS/OTHER:**

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**TERMS:**

**Applicant chooses to retain the Immokalee Fire Control District to provide Fire Watch Services for Event as described on Page 1 of this Agreement in the amount of \$\_\_\_\_\_.**

All charges are due and payable within 30 days of the event or events. A 10% late fee will be assessed for any payment received by the District after 60 days.

The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties also agree that all disputes arising out of or which are incidental to this Agreement shall be resolved in Collier County.

If any litigation is instituted for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including reasonable attorneys' fees at the pretrial level, the trial level and in connection with all appellate and bankruptcy proceedings. Fees for paralegals and other legal support personnel shall be a recoverable cost or expense in accordance with the preceding sentence.

This Agreement constitutes the entire agreement and understanding between the Parties as it relates to the subject matter hereof. Any and all prior agreements, understandings and representations related to the subject matter hereof are hereby terminated and canceled in their entirety and of no further force or effect.

Nothing in this Agreement shall be deemed a waiver of any limitation of liability to which the Immokalee Fire Control District may be entitled under Florida Statutes, including but not limited to Section 768.28, Florida Statutes.

No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by each of the Parties.

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be to any extent held invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants and conditions to the persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Executed counter-part copies of the original of this document shall be treated as if the original were so executed and shall bind the executing party and shall have the same force and effect as the original.

The date of this Agreement shall be the date on which the last one of the Parties hereto executes this Agreement.

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Immokalee Fire Control District Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date