



Participation Agreement

We thank you for wanting to be a part of the www.BuyMiami.biz family of City of Miami businesses. Our intent in this marketing initiative is to promote your business to Miami residents.

Connecting your great products and services to our local residents.

In order to properly showcase and market your products and services to the community, we need your help to:



Offer a Good Deal – We encourage you to provide something of value to our local residents; something that will generate new customers and increase your exposure to the community and possibly increase your sales. Be creative and try something new! We'll create a personalized coupon with your offer and you're ready to go! Here are some examples of special offers:

- ✓ 15% off discount or more
- ✓ Buy One Get One Free "BOGO"
- ✓ Free Gift with Purchase
- ✓ Friends and Family Discounts
- ✓ Tax Exempt

All we ask is:



Coupon Redemption Feedback – Much effort will be made by both your business with a great offer and our promotional muscle letting the community know how great your business is, but we both need some feedback to know if your promotion and offer is working. This is where you and your staff come in! Local residents will be able to go to www.BuyMiami.biz and print out coupons of your offers and take them to your store to redeem them. We need your feedback by letting us know how many were present at your establishment. We will follow-up with you to ensure that the program is effective to the needs of your organization. That's it. Giving us this feedback will enable both of us to know which offers are working and which ones are not.

Report back to us on the last day of each month how many coupons have been redeemed based on the Buy Miami campaign. This will tell us how well this program is serving you and if we will need a new offer to attract more clients.



Website Listing and Coupon Requirements -In order to get your company listing showcased and maintain a consistent public image, we need the following:

- ✓ Name of your company
- ✓ Your company logo
- ✓ Description of Business
- ✓ Address (Street Address is required, a P.O. Box is not an eligible address)
- ✓ Phone Number (Land Line and cellular, if available, for business use)
- ✓ Pictures and logos in the following digital formats: PDF, JPG, PNG formats are acceptable
 - ✓ Pictures and logos must be at least 350px



City of Miami Limits -It is a requirement that your business be located within the City of Miami. Businesses not within City of Miami city limits are not eligible to participate in this program.

If there are any questions, please contact us at Buymiami@miamigov.com.





Please provide the following information for your business. By providing this information you agree to all that is stated herein and are that you/your company are authorized to participate in this program.

Name (Contact): _____

Business Name: _____

Business Address: _____ , Miami, FL _____

Business Phone: _____

Business Website: _____

Business Email: _____

Authorized Signature (Must be an Authorized Owner/Officer/Director/Manager):

GENERAL RELEASE

In consideration for participation in the City of Miami’s BuyMiami program (“Program”) the undersigned, (the “Releasor”) hereby voluntarily and knowingly agrees to the following:

1 **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE.** For itself (e.g. the business), himself or herself, jointly and severally as applicable, and, if applicable, additionally, for Releasor’s affiliates, subsidiaries and related business entities , if any, and for each of their respective officers, directors, shareholders, employees, agents, successors and assigns (“Releasor” and such other persons are collectively referred to as the “Releasing Parties”), hereby release and forever discharge the City of Miami, its officials, employees, representatives, agents and assigns (collectively, the “Releasees”) from any and all claims, demands, damages, actions, causes of actions, liabilities, claims, fees, costs , penalties , contributions or suits of whatever kind or nature brought by Releasing Parties or any third party arising or resulting from any and all loss or damage to property or injury or death to person, or by virtue of any other action of whatever nature , including , without limitation, claims for breach of contract, claims arising out of violations of laws, codes, rules, regulations, statutory liabilities, alleged infringement of any patent, trademark, royalty or other proprietary information, any claims between the Releasor and any third party in any manner arising or accruing by virtue of this Agreement , whether caused by negligence of Releasees or otherwise even if it is alleged that the City, its officials and/or employees were negligent, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the City, its officials and/or employee, while participating in the Program.

2 **INDEMNITY AND HOLD HARMLESS.** The Releasor / Releasing Parties as identified above in Section 1 hereby agrees to indemnify and hold harmless the Releasees, as identified above in Section 1, and any of them from any and all loss, liability, damage, or cost that may incur, whether caused by the negligence of the Releasees or otherwise, due to the participation of the Releasor in the Program. Releasors will defend the City, its officials and/or employees and provide a legal defense for any civil actions, statutory or similar claims, injuries or damages arising or resulting from the actions of Releasor under this program, even if it is alleged that the City, its officials and/or employees were negligent, unless such injuries or damages are the result of grossly negligent or willful acts or omissions on the part of the City, its officials and/or employees. This required release, indemnification and hold harmless shall survive the end of the Participation Agreement, and program or event involved by virtue of this Participation Agreement. The organization voluntarily and knowingly acknowledges that the granting of any participation is sufficient, independent and valuable consideration for the giving of the Release in Section 1 and the Indemnity in this Section 2.

3 **DISCLAIMER** The City of Miami, its officials and employees do not warrant, guarantee, verify, or affirm the accuracy of the Information, coupons, discounts, promotions ,offers or other incentives provided by Participating Businesses/Persons nor are they responsible for their terms, conditions, content or accuracy.

PARTICIPANT

Date

WITNESS

Date

Print Name:

Print Name:

Organization Name:

Title:

Receipt acknowledged by City of Miami personnel

Name

Title

Date