

PROPERTY SAFETY ENHANCEMENT PROGRAM

RIGHT OF ENTRY, AND LIABILITY WAIVER AGREEMENT

This Agreement is by and between, _____ (the
"Owner(s)") of the property commonly identified as:

Folio No(s): _____

_____ , _____

City/Town

Street (attach legal description if available) (referred to hereafter as the "Property")

And

Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency organized pursuant to Chapter 163, Part III of the Florida Statutes ("CRA").

RECITALS

Whereas, the CRA was established in part to improve the appearance and safety of its designated commercial business corridors within the Community Redevelopment Areas ("CRA Area"); including the Northwest Progresso Flagler Heights area and the Central City area, each with its respective defined redevelopment area boundary and

Whereas, the CRA has created a program for property safety enhancement and/or environmental design and landscape improvements for eligible property owners in commercial business corridors within the CRA Areas, which may provide, at the discretion of the CRA and subject to eligibility requirements, conditional reimbursement funding equal to the actual eligible cost incurred, as follows:

- (i) For projects with total eligible improvement cost of \$13,333.33 or less, reimbursement in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00); or
- (ii) For projects with total eligible improvement costs exceeding \$13,333.33, reimbursement in an amount not to exceed Ten Thousand Dollars (\$10,000.00);

for eligible safety enhancement and/or environmental design improvement to properties located within commercial business corridors inside the applicable CRA Area boundary.

TERMS

Now therefore, in consideration of one or more of the following activities to be conducted on the Property, the Owner(s) thereof hereby grants to CRA a right of entry and access to the Property and a waives liability against CRA, its employees, agents and public officials, for activities conducted under this Agreement in order to conduct one or more activities on the Property:

_____ (1) security enhancements, in accordance with the selection made by the Owner;
_____ (2) environmental design improvements, in accordance with the selections made by the Owner.

Contractor Selection and Documentation

Owner may select a qualified contractor(s) and/or vendor(s) of its own choosing. Before the CRA makes any disbursements, the Owner must provide adequate and sufficient documentation that it has procured a minimum of (1) bid from a qualified contractor or vendor. The CRA requires a minimum of one (1) estimate for each type of enhancement and/or improvement. The owner is encouraged to seek at least two (2) estimates per enhancement and/or improvement type to ensure that the selected Contractor(s)/Vendor(s) pricing is fair, competitive and within the owner's budget.

Upon securing a bid, the Owner must provide a copy of the contract between the Owner and the contractor and/or vendor, and if applicable, a copy of the contractor(s)/vendor(s) license(s), and proof of insurance(s), and such other information as requested by the CRA. The CRA reserves the right to reject any contractor(s)/vendor(s) it deems unqualified in its sole discretion.

Compliance and Permitting

The selected contractor(s) shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in connection with the performance of the Work, as defined in this Agreement. The selected Contractor(s)/vendor(s) shall be responsible for securing all necessary permits and approvals required to perform the Work and shall provide proof of permit issuance to the CCCRA and the Owner(s) prior to commencement. All associated permit fees shall be the responsibility of the Owner, unless otherwise approved in writing by the CRA.

The Owner shall be responsible for compliance with applicable provisions of Florida Statutes Chapter 713, including, where applicable, the recording of a Notice of Commencement pursuant to Florida Statutes 713.13 prior to the first inspection. Proof of such compliance shall be provided to the CRA as required under this agreement.

Reimbursement Conditions

Disbursement of funds under this program is contingent upon the Owner's compliance with all applicable requirements of this Agreement, including but not limited to the Contractor Selection and Documentation and Compliance and Permitting provisions.

As a condition of reimbursement, the Owner shall provide:

- Proof of permit issuance, if applicable;
- A record of Notice of Commencement, if required pursuant to Florida Statutes Chapter 713;
- Paid invoices and proof of payment for all eligible improvements; and
- Final inspection approval and/or permit closure documentation, if applicable.

A Notice of Commencement is not required for all projects. However, for any projects in which a Notice of Commencement is required, the Owner shall ensure that the CRA is identified in the Notice of Commencement as an additional party to receive a Notice to Owner. Failure to comply with applicable permitting, Notice of Commencement, or documentation, or documentation requirements may result in denial of reimbursement.

Disbursement and Payment Procedures

The CRA may, at its sole discretion, make one or more disbursements, including advance, partial, and final payments, provided that all required documentation has been submitted and verified. Notwithstanding the foregoing, the CRA reserves the right to issue a joint check payable to the Owner(s) and the contractor(s) and/or Vendor(s) and to withhold payment to the Owner(s) and issue a check directly to a subcontractor or lien or providing notice to owner to the CRA. In some instances, the CRA may require partial and/or final releases of liens in its sole discretion.

This right of entry and waiver of liability granted by the Owner(s) is a requirement in order to access the funds under the Property Safety Enhancement Program (the "Program"), which was established by the Fort Lauderdale Community Redevelopment Agency Board of Commissioners. The purpose of the Program is to provide assistance to eligible commercial properties; and non-profit properties within, surrounding or abutting commercial business corridors of the CRA areas, enabling owners to use the funds to complete selected security enhancements and/or environmental design improvements on their property within the applicable CRA.

Monitoring, Compliance, and Retention

Projects funded under this program are subject to ongoing monitoring and compliance requirements during a three (3) year retention period.

Except as otherwise approved by the CRA, funded enhancement and/or improvements shall not be removed, replaced, or materially altered during the three (3) year retention period. Exceptions may be permitted, subject to prior written approval by the CRA, in circumstances including, but not limited to:

- a) Repair or replacement due to damage, theft, vandalism, or force majeure events; or
- b) Replacement of defective or failed materials or equipment; or
- c) Modifications required to maintain compliance with applicable building safety, fire codes; or
- d) Replacement with an equivalent or superior improvement that maintains or enhances the original security or safety function.
- e) Minor configuration that does not reduce the security or safety benefit or remove the enhancement and/or improvement purpose.

In all such cases, the applicant shall notify the CRA in writing and obtain approval prior to undertaking the repair, replacement, or modification, except in emergency situations necessary to protect public safety, in which case notification shall be provided as soon as practicable.

The CRA may conduct periodic inspections, including annual inspections, to verify that all funded enhancements and/or improvements remain installed, operational, and properly maintained. Inspections may include site visits, review of documentation, photographic evidence, virtual inspection, or a combination thereof.

The CRA reserves the right in its sole discretion to determine compliance with program requirements. Failure to maintain funded improvements, permit inspections, or comply with retention requirements shall result in ineligibility for future CRA programs and funding opportunities.

This right of entry and access to the Property is hereby granted by the Owner to the CRA and its contractors and/or vendors and their subcontractors thereof, employees, and authorized agents, for the purpose of accomplishing the above purpose. The Owner agrees and warrants to hold harmless CRA, its officers, agents, employees or assigns for damage of any type, whatsoever, either to the above described Property or to any persons present thereon and hereby releases, discharges and waives and releases CRA from any action against CRA, its officers, agents, employees, or assigns from all liability to Owner(s), Owner(s)'s children, relatives, guests, representatives, assigns, or heirs, for defects in the work product, bodily injury, death or property damage that Owner(s) may suffer in connection with any activities on the Property, whether caused solely or partially by the CRA, its officers, agents, employees, or assigns. CRA has no liability for actions, inactions, or failure to act of owner(s), vendor(s), contractor(s), agencies or employees.

I/we have read this Property Safety Enhancement Program, Right of Entry, and Liability Waiver Agreement, or it has been read to me/us, and I/we fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend for my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

After the improvements are completed, Owner agrees to maintain the improvements at his or her expenses for a period of three years. CRA shall have no obligation to maintain the improvements. Further, CRA shall have no liability for any defects in the quality of the work product.

Forgiveness Terms

The principal amount shall be forgiven over a three (3) year compliance period as follows:

- 33.33% forgiven after Year 1
- 33.33% forgiven after Year 2
- 33.34% forgiven after Year 3

Owner understands and acknowledges if it does not understand the legal consequence of signing this Agreement, it is encouraged to seek the advice and counsel of an attorney.

WHEREOF, the undersigned has caused this Property Safety Enhancement Program, Right of Entry, and Liability Waiver Agreement to be executed on this ____ day of _____, 20____.

Owner(s) understands and acknowledges if he or she does not understand the legal consequence of signing this Agreement, he or she is encouraged to seek the advice and counsel of an attorney.

WHEREOF, the undersigned has caused this Property Safety Enhancement Program, Right of Entry and Waiver of Liability Agreement to be executed on this _____ day of _____, 20_____.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

WITNESSES:

[Witness type or print name]

[Witness type or print name]

**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**, a body corporate
and politic of the State of Florida created
pursuant to Part III, Chapter 163

By:

Rickelle Williams
CRA Executive Director

Approved as to form:
Shari L. McCartney, General Counsel

By:

Lynn Soloman, Esq.
Assistant General Counsel