

**Martin County Community Redevelopment Agency  
Lot Match Advertising Waiver and Authorization Agreement**

This Martin County Community Redevelopment Agency Lot Match Advertising Waiver and Authorization Agreement ("Agreement") is entered into on \_\_\_\_\_, 20\_\_\_\_ by and between the MARTIN COUNTY COMMUNITY REDEVELOPMENT AGENCY (the "CRA"), a public body and corporation created pursuant to Part III, Chapter 163, Florida Statutes, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34996; MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34996 (the "County") and \_\_\_\_\_ ("Property Owner"), whose address is \_\_\_\_\_. CRA, County, and Property Owner may be referred to herein, collectively, as the "Parties".

**WHEREAS**, the CRA maintains a website or other online platform to promote economic development and redevelopment by advertising vacant commercial properties located within the \_\_\_\_\_ Community Redevelopment Area in Martin County, Florida; and

**WHEREAS**, the Property Owner owns certain vacant commercial property located at \_\_\_\_\_ and further identified in Section 1 below (the "Property") and wishes to authorize the CRA to publicly advertise the Property on its Lot Match website or other promotional platforms; and

**WHEREAS**, the Property Owner wishes to provide certain information and materials about the Property for the purpose of such advertising, subject to the terms and conditions set forth herein; and

**WHEREAS**, the CRA is not acting as a real estate broker or agent for the Property and is solely advertising vacant commercial rental property for occupancy as a service to the public and in accordance with its Community Redevelopment Plan.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1) Authorization to Advertise

The Property Owner hereby grants the CRA a non-exclusive, revocable license to advertise the Property on the CRA's website and/or other promotional platforms managed by the CRA, including but not limited to social media, brochures, or other marketing materials. CRA and County may remove any listing from its website(s) for any reasons without notice to the Property Owner. The Property is described as follows:

- A. Property Address: [Insert Address]
- B. Parcel ID: [Insert Parcel ID]

- C. Property Description: [Insert Brief Description, e.g., square footage, zoning, type of commercial property]
- D. Desired Tenant: [Insert description of desired tenant]

2) Information Provided

The Property Owner agrees to provide accurate and up-to-date information about the Property, including, but not limited to, photographs, videos, floor plans, lease/sale terms, and contact information (collectively, "Property Information"). The Property Owner represents and warrants that all Property Information provided is accurate, lawful, and does not infringe on any third-party rights. Property Owner shall be responsible for providing prospective lessees/buyers with all statutory disclosures, including, but not limited to, held security deposits, life safety systems, radon gas warning, lead-based paint warning and retail lease disclosures to the CRA.

3) Use of Property Information

The CRA is authorized to use, reproduce, and display the Property Information solely for the purpose of advertising the Property. The CRA will not modify the Property Information without prior written approval from the Property Owner, except for minor formatting adjustments necessary for website or promotional compatibility.

4) Liability Waiver

The Parties acknowledge that the CRA is acting solely as a platform to advertise the Property and is not responsible for any transactions, negotiations or agreements resulting from such advertising. Property Owner is encouraged to enlist the services of a Florida real estate attorney to draft or review any agreement entered into by the Property Owner related to the Property. Neither the County nor the CRA has provided the Property Owner with any legal advice regarding the Property, and Property Owner expressly agrees that Property Owner shall be solely responsible for performing all due diligence on any prospective lessee/buyer. Neither the CRA nor the County has inspected the Property or confirmed any of the Property Information.

Property Owner hereby releases, waives, and discharges the CRA and the County, its officers, employees, and agents from any and all liability, claims, damages, or losses arising out of or related to:

- A. The accuracy or completeness of the Property Information provided by the Property Owner;
- B. Any inquiries, negotiations, transactions or agreements involving the Property;
- C. Any errors, omissions, or misrepresentations in the advertising of the Property, except where caused by the gross negligence or willful misconduct of the CRA;
- D. Any claims to a real estate commission, whether earned pursuant to a written listing agreement or otherwise, payable by Property Owner to any broker or agent;

- E. Any known or unknown defect in the Property and/or its components and contents now existing or which may arise in the future; and
- F. Any other legal obligation or duty of care owed by the Property Owner to any prospective lessee/buyer.

5) Indemnification

PROPERTY OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AND THE CRA, ITS ELECTED OFFICIALS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, SUITS, CAUSES OF ACTION, LOSSES OR LIABILITIES OF ANY CHARACTER BROUGHT ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ARISING OUT OF OR RESULTING FROM THE WORK OR SERVICES PROVIDED BY CRA OF THE COUNTY UNDER THIS WAIVER, EXCEPT CLAIMS ARISING FROM THE GROSS NEGLIGENCE OF THE CRA AND/OR COUNTY. This provision shall survive termination of the Agreement.

6) Broker or Agent

*Property Owner to initial beside the applicable subsection:*

\_\_\_\_\_ Property Owner represents and warrants that the Property is not currently listed for sale or lease with a real estate broker or agent and that no commission would be due or payable to any party in the event of a successful sale or lease of the Property. Property Owner shall provide written notice to both CRA and County within five (5) business days of entering into any such agreement. The Parties acknowledge and agree that the representations and warranties made in this section are a material inducement for the CRA and the County to enter into this Agreement.

[OR]

\_\_\_\_\_ Property Owner represents and warrants that the Property is currently listed for sale or lease with a real estate broker or agent. Prior to the advertisement of the Property on the CRA's Lot Match website, Property Owner agrees to secure from its real estate broker or agent a signed copy of the Broker Acknowledgement attached hereto as Exhibit "A".

7) Term and Termination

This Agreement shall remain in effect until terminated by either party with written notice to the other. County and CRA may terminate this Agreement for convenience by providing Property Owner 30 days written notice of its intent to terminate the Agreement. Upon termination, the CRA will remove the Property Information from its website and promotional materials within a reasonable timeframe, not to exceed thirty

(30) days. Property Owner may update or withdraw Property Information at any time by providing written notice to the CRA.

8) Notice

Property Owner designates the following contact information for all communications and notices regarding this Agreement:

- A. Property Owner Name: [Insert Name]
- B. Address: [Insert Address]
- C. Phone: [Insert Phone Number]
- D. Email: [Insert Email Address]
- E. Mailing Address: [Insert Address, if different from above]
- F. Phone: [Insert Alternative Phone Number, if needed]
- G. Email: [Insert Alternative Email Address, if needed]

CRA and County designate the following contact information for all communications and notices regarding this Agreement:

- A. Name: [Insert Name]
- B. Title: [Insert Title]
- C. Address: [Insert Address]
- D. Phone: [Insert Phone Number]
- E. Email: [insert Email Address]

9) Lease or Sale of the Property

In the event, Property Owner leases or sells the property during the term of this Agreement, Property Owner shall promptly notify the CRA and County in writing within five (5) business days of sale or lease of the subject property.

10) Law, Jurisdiction, Venue, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING ANY ADVISORY JURY.

#### 11) Public Records

Failure to comply with the following provisions shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, the CRA and COUNTY shall give notice as is practicable to the Property Owner that such disclosure is required. Property Owner shall comply with all County public records policies and public records laws. Property Owner shall:

- (i) keep and maintain public records required by CRA and/or COUNTY to perform the service;
- (ii) upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if PROPERTY OWNER does not transfer the records to COUNTY; and
- (iv) upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of PROPERTY OWNER or keep and maintain public records required by COUNTY to perform the service. If PROPERTY OWNER transfers all public records to COUNTY upon completion of this Agreement, PROPERTY OWNER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROPERTY OWNER keeps and maintains public records upon completion of this Agreement, PROPERTY OWNER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**IF PROPERTY OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPERTY OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, PUBLIC\_RECORDS@MARTIN.FL.US, MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.**

#### 12) Entire Agreement

This Agreement constitutes the complete, full and wholly independent agreement among the parties to this Agreement with regard to the matter contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the parties to this Agreement with respect to the matter and things addressed herein, either written or oral.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Property Owner:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Martin County Community Redevelopment Agency:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Martin County Board of County Commissioners:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Broker Acknowledgement

This Broker Acknowledgement ("Acknowledgement") dated as of \_\_\_\_\_, 20\_\_\_\_, is made by \_\_\_\_\_ ("Broker") in favor of the MARTIN COUNTY COMMUNITY REDEVELOPMENT AGENCY (the "CRA"), a public body and corporation created pursuant to Part III, Chapter 163, Florida Statutes, and MARTIN COUNTY, a political subdivision of the State of Florida (the "County").

WHEREAS, Broker currently represents \_\_\_\_\_ ("Property Owner"), as owner of that certain vacant commercial property located at \_\_\_\_\_ (the "Property") and further identified in Section 1 of the Martin County Community Redevelopment Agency Lot Match Advertising Waiver and Authorization Agreement set forth above ("Agreement").

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Broker agrees as follows:

1. Broker hereby acknowledges the existence of the Agreement. Broker understands that neither the CRA nor the COUNTY are acting as a real estate broker or agent for the Property and are solely advertising vacant commercial rental property for occupancy as a service to the public and in accordance with its Community Redevelopment Plan.
2. Broker shall indemnify, save and hold harmless the COUNTY and the CRA, its officers, employees, servants and agents from and against any and all claims, liabilities, losses and/or causes of actions and expenditures of any kind, including attorney fees, court costs, and expenses accruing, resulting from, or related to the Agreement.
3. Broker represents and warrants that the undersigned has the full right, power, and authority to enter into this Acknowledgement, and that the individual executing this Acknowledgement is duly authorized to do so.

IN WITNESS WHEREOF, the Broker has caused this Acknowledgment to be duly executed and delivered as of the day and year first above written.

### **Broker:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_