

EXHIBIT B

**Acknowledgment and Acceptance of Special Conditions,
Waiver of Liability, and Indemnification Agreement**

The undersigned hereby acknowledges and agrees that it understands and agrees to the following special conditions of this request for proposal.

By imposition of these conditions, the City's intent is in improving property for the benefit of the public and attracting a bidder that is encouraged to invest resources in property improvements, renovations, and/or reconstruction.

- A. The property is currently encumbered by the attached lease which expires on February 28, 2025.
- B. The current tenant has expressed a desire to terminate its lease early contingent upon a buyout of the remainder of its lease.
- C. Any lease between the City and a new tenant shall be negotiated and require approval by the City after notice of the opportunity to lease and selection of the highest bidder as provided in section 13 of the City Charter.
- D. In an effort to encourage economic development, accommodate the reasonable expectations of a successful bidder of a return on investment and because no early termination right of the City currently exists, the award of this bid is contingent on the successful bidder negotiating a buyout with the current tenant within (30) days of the City issuing its notice of its intent to award.
- E. The negotiation of the buyout of the remainder of the current tenant's lease is a matter solely and exclusively between the successful bidder and current tenant.
- F. The City acknowledges the constitutional prohibition against using its credit or influence to benefit a private entity; thus the City shall not be involved in the negotiations of the buyout, has no interest in the consideration provided for such buyout, nor shall it be a party to any resulting contract between the successful bidder and current tenant.
- G. Should such negotiations reach a mutually satisfactory agreement between the successful bidder and current tenant, the current tenant shall ensure that the proposed lease termination submitted to the City for placement on the agenda within thirty (30) days of the City's issuance of its intent to award for the consideration of the City.
- H. Should such negotiations fail to reach a mutually satisfactory agreement between the successful bidder and current tenant within thirty (30) days of the City's issuance of its intent to award, the City's intent to award shall be revoked and shall be null and void.

THE UNDERSIGNED HEREBY RELEASES, WAVES, DISCHARGES, COVENANTS NOT TO SUE AND HOLDS HARMLESS THE CITY OF FORT PIERCE,

ITS COMMISSION, INDIVIDUAL COMMISSIONERS, AND ANY EMPLOYEE, REPRESENTATIVE, OFFICER, AGENT, OF THE CITY OF FORT PIERCE, FLORIDA (HEREINAFTER REFERRED TO AS "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTION, JUDGMENTS, COSTS, EXPENSES, COURT COSTS, ATTORNEY FEES AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY THAT MAY BE SUSTAINED BY THE UNDERSIGNED, OR TO ANY PROPERTY BELONGING TO THE UNDERSIGNED INCURED EITHER AS A RESULT OF RESPONDING TO THIS REQUEST FOR PROPOSAL OR NEGOTIATING, ENTERING INTO, OR FAILURE TO ENTER INTO ANY AGREEMENT REGARDING A BUYOUT OF THE REMAINDER OF THE CURRENT LEASE WITH THE CURRENT TENANT OF THE PROPERTY (HEREINAFTER REFERRED TO AS "ACTIVITIES").

THIS RELEASE ENCOMPASSES ANY FORM OF NEGLIGENCE WHETHER CAUSED BY THE SOLE, COMPARATIVE OR GROSS NEGLIGENCE OF THE RELEASEES, CURRENT TENANT OR OTHERWISE.

THE UNDERSIGNED FURTHER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, DEMANDS, LIENS, LIABILITIES, JUDGMENTS OR COSTS, INCLUDING COURT COSTS AND ATTORNEY FEES, THAT THEY MAY INCUR DUE TO THE UNDERSIGNED'S PARTICIPATION IN SAID ACTIVITIES, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART BY ANY ACTION OR FAILURE TO ACT, NEGLIGENCE, BREACH OF CONTRACT, OR OTHER MISCONDUCT ON THE PART OF RELEASEES, THE CURRENT TENANTS OR OTHERWISE.

The undersigned expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN SIGNING THIS AGREEMENT, the undersigned ACKNOWLEDGES AND REPRESENTS THAT the undersigned has read the foregoing Acknowledgment and Acceptance of Special Conditions, Waiver of Liability and Indemnification Agreement, understands it, has had an opportunity to consult with counsel of the undersigned's choice and signs it voluntarily as its own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; and the undersigned executes this Agreement for full, adequate, and complete consideration fully intending to be bound by same.

CONTRACTOR NAME

SIGNATURE

DATE

NAME AND TITLE