



2. Applicant hereby agrees to hold City, its agents, employees and affiliates, harmless from any and all manner of actions, causes of action, suits, damages, judgments, executions, claims for personal injury or property damage, demands or losses of any kind whatsoever, in law or in equity, which may arise as a result of Applicant's commencement of construction prior to the completion of the Improvements, including, but not limited to, losses from the loss of workmanship and materials due to fire or other disasters whether manmade or natural, and/or losses due to delays in obtaining a final certificate of occupancy resulting in part or all from the failure to complete some or all of the Improvements.
3. Applicant agrees to strictly follow the requirements set forth in the City's Model Home Builder's At Risk Permit Policy dated May 31, 2017.
4. Applicant agrees that the proposed Model Home shall be in the location and quantity approved by the Site Plan Review Committee.
5. Applicant acknowledges that a water meter will not be installed for the subject property until the City of Port St. Lucie Utility Systems Department (PSLUSD) has issued a letter of acceptance.
6. Applicant shall be responsible for the cost of any damages to City facilities occurring as a result of the issuance of building permits pursuant to this Acknowledgement for one year after the issuance of a Certificate of Occupancy (CO). The City will submit an itemized statement to the Applicant immediately after the damages are recognized.
7. Applicant agrees to remove any subcontractor or contractor on the project who is determined by the City to be negligent in regards to the Improvements on site and who continues to damage or destroy the Improvements which jeopardize the health, safety and welfare of the citizens.
8. Best Management Practices to maintain positive drainage and meet NPDES requirements shall be in place, inspected and accepted by the Public Works Department (PWD).
9. Applicant agrees to immediately cease construction of the home and construction-related activities upon the City, as specified by Code, provides a notice to cease work.
10. Applicant shall not offer for sale, sell, lease, or transfer ownership of the Model Home in any manner until the USD has certified completion of the Improvements. Further, Applicant shall not sell, lease, or transfer ownership of the Model Home in any manner until a CO has been issued by the Building Department (BD). The BD shall not issue the CO unless the Applicant first obtains the USD's Letter of Acceptance.
11. In the event Improvements are not completed within eighteen (18) months of the start of construction, Applicant shall be deemed in default and the City may avail itself of any and all rights, power, remedies, benefits, and privileges available at law and in equity, including but not limited to, enforcing its rights under the

