



CITY OF WINTER GARDEN
300 WEST PLANT STREET
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CONFIDENTIALITY AGREEMENT FOR ECONOMIC DEVELOPMENT

THIS CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made and entered this _____ day of _____, 20____, by and between,

_____ whose mailing address is:

_____ (the “**Business**”) and the **CITY OF WINTER GARDEN ECONOMIC DEVELOPMENT AGENCY**, whose mailing address is 300 West Plant Street, Winter Garden, Florida 34787 (“**Agency**”).

WITNESSETH:

WHEREAS, the Business is a private corporation, partnership or person intending to locate, relocate or expand its business activities in this state; and

WHEREAS, the City of Winter Garden has established the Agency as a public economic development agency and by resolution has designated the officials of the Agency authorized to receive and distribute confidential information pursuant to Section 288.075, Florida Statutes; and

WHEREAS, the Agency has received a written request from the Business for confidentiality regarding its intentions, plans and interests to locate, relocate or expand any of its business activities in this state (the Business Information), pursuant to Section 288.075, Florida Statutes; and

WHEREAS, the Business and the Agency desire to enter into this Agreement to provide for the terms and conditions upon which the confidentiality of the Business Information may be exempted from the provisions of Section 119.07(1) and section 24(a), Article I of the State Constitution, as permitted under Section 288.075, Florida Statutes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitations.** The recitations set forth above are true and correct are incorporated herein by this reference.

2. Confidentiality. The undersigned officer on behalf of the Business hereby requests, and the Agency hereby agrees, that all information, records, reports, data, and documents which contain or would provide Business Information, including by not limited to information concerning plans, intentions, or interests related to the location, relocation, or expansion of manufacturing or other business activities, be confidential and exempt from disclosure. Such Business Information, as to which the Agency is Custodian shall not be open to public inspection or copying, and confidentiality shall be maintained for a period of twelve (12) months from the date below written, or until a duly authorized agent on behalf of the Business discloses or authorizes the disclosure of said information, or as otherwise required by law or judicial order, pursuant to § 288.075, Florida Statutes, as amended.

3. Extension of Period of Confidentiality. The Business may request, and the Agency may grant, at its sole discretion, an extension of the period of confidentiality for up to an additional twelve (12) months upon written request from the Business, and upon a finding by the Agency that the Business is still actively considering the location, relocation, or expansion of its business activities in the state. A request for extension must be received in written form prior to the expiration date established by this Agreement. The Agency's approval of the extension shall be evidenced by written supplement attached to this agreement.

4. Hold Harmless. Business agrees to and shall hold the Agency, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage which may arise from this Agreement. Business agrees to and shall defend the Agency and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused as a result of entering into this Agreement.

5. Severability. Invalidation of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

6. Effective Date. This Agreement shall become effective upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the proper officers the day and year above written.

CITY OF WINTER GARDEN ECONOMIC DEVELOPMENT AGENCY:

ATTEST:

Tim Wilson, Community Development Director

Michael Bollhoefer, City Manager

