

**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 Lake Worth Economic Development Agency**, whose mailing address is Department of Community Sustainability, 1900 2<sup>nd</sup> Avenue North, Lake Worth, Florida, 33461 (“**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 Lake Worth, Florida has established the Agency as a public economic development agency 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 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 1 of the State Constitution, as permitted under Section 288.075, Florida Statutes.

**NOW, THEREFORE**, in consideration of the sum of The Dollars US (\$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.
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 location, relocation, or expansion of manufacturing or other business activities 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 Section 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 location, relocation, or expansion of its business activities in the state. A request for extension must be received in written from prior to the expiration date established by this Agreement. The Agency's approval of the extension shall be evidenced by written supplement attached to the Agreement.
4. **HOLD HARMLESS.** Business agrees to and shall hold the Agency, its officers, agents, employees, and representatives from liability for damage or claims for damage which may arise from this Agreement. Business agrees to and shall defend Agency, its officers, agents, employees, and representatives from actions for damages caused or allegedly to have been caused as a result of entering into the 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 written above.

**City of Lake Worth Economic Development Agency**

Attest

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Representative

**Business**

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing Agreement was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_  
of \_\_\_\_\_. He/she is personally known to  
me or produced \_\_\_\_\_ as identification, and [did] [did  
not] take an oath.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of: \_\_\_\_\_  
My Commission \_\_\_\_\_  
Expires: \_\_\_\_\_