

Property Owner: _____ Folio Number: _____

Unit Address _____ Bid Group No. _____

**AGREEMENT
FOR
HOMEOWNER PARTICIPATION IN
VOLUNTARY RESIDENTIAL SOUND INSULATION PROGRAM
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

This AGREEMENT FOR HOMEOWNER PARTICIPATION IN VOLUNTARY RESIDENTIAL SOUND INSULATION PROGRAM ("Agreement") is made by and between _____ (hereinafter referred to as "Homeowner") and BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (hereinafter referred to as "County").

WHEREAS, County is the owner and operator of the Fort Lauderdale-Hollywood International Airport ("Airport"); and

WHEREAS, the Broward County Aviation Department has the function and responsibility to manage, operate, and maintain the Airport on behalf of the County; and

WHEREAS, County has approved a Voluntary Residential Sound Insulation Program; and

WHEREAS, Homeowner has volunteered and has been selected as the owner of one of a number of residences eligible to be sound insulated under the Voluntary Residential Sound Insulation Program;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties, County and Homeowner agree as follows:

ARTICLE 1
RECITATIONS, DEFINITIONS AND IDENTIFICATIONS

The parties hereby acknowledge and agree that the recitations set forth above are true and correct and are hereby incorporated herein by this reference. For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1 Agreement: means this document, Articles 1 through 11, inclusive, and the other terms and conditions that are included in the exhibits and documents that are expressly incorporated by reference.

1.2 Airport: means the Fort Lauderdale-Hollywood International Airport, Broward County, Florida.

- 1.3 Airport Representative: means the Director of Aviation of the Broward County Aviation Department, or such person's designee pursuant to written delegation by said Director of Aviation, or some other person expressly designated as Airport Representative in writing by the Broward County Administrator. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Airport Representative.
- 1.4 Aviation Department: means the Broward County Aviation Department, or any successor agency.
- 1.5 Board or Commission: means the Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.6 Consultants: means any company engaged by the County to assist in the oversight, design and implementation of the Program
- 1.7 Contractors: means the general construction contractors and other contractors selected by the County to perform the construction and installation work called for by the Program, together with their subcontractors and suppliers.
- 1.8 County: means Broward County, a body corporate and politic and a political subdivision of the State of Florida.
- 1.9 County Attorney: means the chief legal counsel for County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.10 Effective Date: is the date upon which this Agreement is last executed by the parties hereto.
- 1.11 Final Completion Date: is the date on which construction and installation of all Program treatments are completed at the Property and have passed a final inspection by the County representatives. The Airport Representative shall give the Homeowner written notification as to the Final Completion Date.
- 1.12 Homeowner: whenever the term Homeowner is used herein, it shall mean the entity or person owning fee simple title to the Property and any agent or designee to whom Homeowner has delegated authority to negotiate or administer the terms and conditions of this Agreement.
- 1.13 Program: means the County's Voluntary Residential Sound Insulation Program.

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- 1.14 Program Participation Date: is the date Homeowner agrees to participate in the Voluntary Residential Sound Insulation Program as evidenced by the date Homeowner executes this Agreement.
- 1.15 Property: shall mean as described in Article 3 below and in **Exhibit A**, attached hereto and made a part hereof.
- 1.16 Scope of Work or Project: means the project (i.e., work and services) described in Article 4, and in **Exhibit B**, attached hereto and made a part hereof and such other applicable exhibits hereto.

ARTICLE 2 **PURPOSE**

The purpose of the Voluntary Residential Sound Insulation Program ("Program") is to grant certain relief regarding aviation noise to property owners residing near the Airport and whose property lies within certain noise zones, who elect to participate in the Program. This document sets forth the Agreement between the County and Homeowner and the obligations, duties and responsibilities of the County and the Homeowner, including without limitation provisions regarding work to be done, access to the Property by the County's Program staff, its Consultants and Contractors and provisions required by the Federal Aviation Administration ("FAA").

ARTICLE 3 **PROPERTY**

The Homeowner has legal title to the real property and improvements as described in **Exhibit A**, attached hereto and made a part of this Agreement, together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to such Property, all buildings, fixtures, and other improvements existing thereon, all fill and top soil thereon, all oil, gas, and mineral rights possessed by Homeowner, all right, title and interest of Homeowner in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to such Property and all right, title and interest of Homeowner in and to any and all covenants, restrictions, agreements and riparian rights benefiting such Property (all of the foregoing being referred to collectively as, the "Property").

ARTICLE 4 **SOUND INSULATION PROGRAM-SCOPE OF WORK**

4.1 PROGRAM HOMEOWNERS HANDBOOK

- 4.1.1 Homeowner acknowledges and agrees that Homeowner has received and read the Voluntary Residential Sound Insulation Program Homeowner's Handbook ("Handbook") and that Homeowner understands the nature of

the work and Homeowner's obligations and responsibilities as set forth in the Handbook.

- 4.1.2 Homeowner's failure to comply with the obligations and responsibilities contained in the Handbook shall be grounds for the County to terminate this Agreement and Homeowner's participation in the Program, and discontinue any further work. Any such termination shall be a termination for cause, pursuant to Section 9.2, below. The Handbook and all of its terms and provisions are hereby incorporated into this Agreement and made a part hereof by this reference.

4.2 SCOPE OF WORK

- 4.2.1 The Homeowner has carefully reviewed the Scope of Work set forth in **Exhibit B**, attached hereto and made a part hereof, concerning the specific sound insulation work to be completed for the Property. The Homeowner agrees to accept the work as described and agrees to abide by the Program requirements and policies identified in this Agreement.
- 4.2.2 The work will be performed by qualified Contractors under contract to the County based on a public bidding process. All work will conform to standard industry practices and quality workmanship, and the County will be responsible for overseeing the work of the Contractors. All sound insulation materials shall become the property of the Homeowner upon the Final Completion Date. General maintenance of doors and windows is the responsibility of the Homeowner and shall be in conformity with the Contractors' and manufacturers' warranties.
- 4.2.3 The County will make all reasonable efforts to reduce the noise levels in the home within the parameters of the Federal Aviation Administration guidelines.
- 4.2.4 Structural repairs, maintenance items, rehabilitation work and weatherization needs which are not directly related to noise reduction are not part of this Program.
- 4.2.5 If County's Consultants or Contractors identify any pre-existing city, County or state code violations and any other existing defects in the Property which relate to or affect the proposed noise insulation treatment improvements including, but not limited to, code violations and any other existing defects in the architectural, structural, mechanical or electrical systems located on the Property, the Homeowner will be responsible for correcting, through licensed contractors, such code violations or defects that may prevent sound treatments from being installed. The cost of correcting these violations and defects shall be the Homeowner's responsibility. The Homeowner shall promptly notify the Airport

Representative upon the completion of all required repairs. County shall cease work on Homeowner's Property until such time as the code violations or other defects have been corrected to the County's satisfaction. If Homeowner fails to correct such violations or other defects in a timely manner, as determined by the County, County shall have the right to terminate this Agreement for cause pursuant to Section 9.2, below.

- 4.2.6 Homeowner agrees to perform any and all "pre-work" necessary to prepare the Property for construction, such as removing all draperies, blinds or shades and associated hardware and dressings, moving furniture, and protecting valuables. Homeowner further agrees to cover all furniture, appliances, and electronic equipment such as televisions, entertainment systems, or computers to protect them from dust and debris. All valuables should be stored in a safe, secure location.
- 4.2.7 Time is of the essence in completing all homes participating in the Program. The completion of the sound insulation construction in each individual home is dependent on efficient scheduling. Therefore, Homeowner agrees to cooperate with the Airport Representative, the Consultants and the Contractors in developing an acceptable work schedule and will help the Contractors meet the agreed upon schedule. Failure by Homeowner to adhere to the established work schedule shall be grounds for the County to terminate this Agreement for cause pursuant to Section 9.2, below.
- 4.2.8 Homeowner must inform the Airport Representative and the Consultants and Contractors of any problems, deficiencies, or damage as soon as possible and in any event prior to the Final Completion Date. After the initial notification of any problems, deficiencies or damage, the Homeowner must provide documentation regarding the problem in writing to the Airport Representative and the County's Consultants and Contractors. The Contractors and Consultants shall respond to all reported problems and exercise all reasonable measures to resolve problems in a timely and satisfactory manner.
- 4.2.9 The Homeowner shall permit the County's Contractors to use, at no cost to the Contractors or the County, existing utilities such as light, heat, power and water necessary to carry out the Scope of Work.
- 4.2.10 Any dispute of the Homeowner regarding the Scope of Work to be provided by the County (including without limitation the work being performed by the County Contractors or materials being installed) shall first be presented to the Airport Representative for resolution. In the event the Homeowner does not agree with the Airport Representative's determination, the Homeowner may present such dispute in writing to an independent hearing officer established by the County for such purpose. The Homeowner's appeal

must be made within fifteen (15) calendar days following the Airport Representative's decision. Any decision of the independent hearing officer shall be final.

4.2.11 County or its Contractors may record in the Public Records of Broward County, Florida, Notice(s) of Commencement with respect to the work and improvements to be delivered, installed and constructed at the Property by the County and its Contractors.

4.2.12 The parties recognize that the Property is located in the City of Dania Beach, Florida and that permits and other governmental approvals to proceed with the Project will be required from the City of Dania and its agencies. In addition, other governmental approvals may be required. In the event there are delays in completing the Project due to failure to issue, or untimely issuance, of any permits, or untimely or failure to review by the City of Dania Beach or other governmental authorities having jurisdiction over the Project, the County will provide reasonable notice to the Homeowner regarding same and the Project completion date shall be extended accordingly without any liability to the County, its contractors and agents.

4.3 ACCESS TO THE PROPERTY

4.3.1 Until the period for County assistance with warranty issues is ended pursuant to Section 8.1, the Homeowner agrees to allow the County, its officers, employees, agents, representatives, Consultants, and Contractors access to the Property and the residence on the Property to: (i) conduct surveys, evaluate existing conditions, perform acoustical tests, and the like, in order to determine appropriate sound insulation methods for the Property, (ii) conduct post-construction acoustical tests and conditions surveys; and (iii) to undertake any actions necessary for the Program. The Homeowner further agrees to allow contractors who are considering submitting bids to access the Property and the residence on the Property in order to review the Scope of Work and to prepare a construction bid. The Homeowner will be informed about the overall Project schedule and any changes, so that disruptions to the Homeowner's routines will be kept to a minimum. The Homeowner will be contacted in advance of any visit to the Property. The Homeowner (or another adult pursuant to Section 4.3.2, below) agrees to be present at all times when the County's Program staff, Consultants, and Contractors visit the Property, as well as when contractors who may submit bids visit the Property. The Homeowner agrees to cooperate fully with the County's Consultants and Contractors in providing access to the Property and home until the Scope of Work is completed and until the period for County assistance with warranty issues is ended pursuant to Section 8.1. Any

failure by Homeowner to provide such access shall entitle the County to terminate this Agreement for cause pursuant to Section 9.2, below.

- 4.3.2 If a Homeowner wishes to designate an agent to be present at the home visit, inspections, or during construction, the Homeowner must file a signed release form naming the designee with the Airport Representative twenty four (24) hours prior to the scheduled date of a meeting or construction start, which release must be in form satisfactory to the County. Homeowners will be notified in advance of the date of commencement of construction work in the home. The County will attempt to accommodate Homeowner's schedules within the estimated construction period. The County will require that the Contractors confine their work schedules within the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. During the construction period, the Homeowner agrees to be responsible for moving and/or removing household effects such as furniture, items in storage, in attic or basement areas, curtains, draperies, furnishings, etc. in order to provide the Contractors reasonable access to work areas.
- 4.3.3 If more than one person holds title to the Property, all titleholders shall be required to execute this Agreement. By signing this Agreement all titleholders hereby acknowledge and agree that each such titleholder individually may authorize and approve any changes to the time schedule or plans and specifications and to provide any other authorization or approval as may be needed in connection with this Agreement and the Program. The Homeowner shall obtain and provide to County, a release and consent to entry from any tenant of the Property that is satisfactory to County.
- 4.3.4 From the date of execution of this Agreement and until the Final Completion Date, Homeowner represents and warrants that Homeowner shall not enter any option to purchase the Property or contract for sale of any interest in the Property, unless the County is first presented with a written assumption of this Agreement signed by the party seeking to obtain such interest in the Property, which shall be in form and substance satisfactory to the Office of County Attorney.
- 4.3.5 From the date of execution of this Agreement and until the Final Completion Date, Homeowner represents and warrants that Homeowner shall not enter into any lease of the Property or any portion thereof, unless Homeowner has provided County with a release and consent to entry of the Property from the tenant that is satisfactory to the County.

4.4 ADDITIONAL WORK OUTSIDE THE SCOPE AND CHANGES TO THE SCOPE OF WORK

- 4.4.1 In the event that deletions or additions to the Scope of Work as set forth in **Exhibit B** are required, it will be necessary to modify the work by written change order. The Airport Representative will present the Homeowner with the request for change for approval. Upon approval by the Homeowner, the Contractors will be notified to delete the work or to proceed with the additional work. Any failure by Homeowner to approve a County request for change shall entitle the County to terminate this Agreement for cause pursuant to Section 9.2, below.
- 4.4.2 Homeowner agrees not to hire the County's Contractors, Consultants or any other contractor, to perform any supplementary work on the Property outside the scope of this Agreement while the sound insulation modifications are in progress and until the Final Completion Date.
- 4.4.3 A reasonable effort will be made by the Contractors to remove and replace casings, moldings, paneling, etc., if possible. If casings, moldings or paneling are damaged they will be replaced by matching replacements if commercially available, or closest matching substitute that is available. Adjacent paneling will not be replaced for the purpose of matching. Homeowner acknowledges that any work performed by Homeowner or by anyone else, which affect the sound insulation of the home, could invalidate any warranties that are provided by the County's Contractors and could also invalidate manufacturers' warranties.
- 4.4.4 After this Agreement is entered into and until the Final Completion Date, the Homeowner shall not enter into any contract for improvements to the Property without the consent of the Airport Representative, which consent shall not be unreasonably withheld, except for emergency conditions. Routine repair and maintenance activities by Homeowner shall not be restricted, but the Homeowner must inform the Airport Representative and the Contractors in writing of any routine work which may affect the County's sound insulation work.
- 4.4.5 County may as to any work area, change or delete any work set forth in the Scope of Work, **Exhibit B**, if its Contractors encounter any situation that poses a health or safety concern to any party. Any failure by Homeowner to approve such a County request for change shall entitle the County to terminate this Agreement for cause pursuant to Section 9.2, below. In addition, the County may determine that any such health or safety concern requires the removal of the Homeowner's Property from the Program, and in such event the County may elect to terminate this Agreement pursuant to Article 9, after performing any work and taking any

precautions as are considered by the County, in its sole discretion, to be reasonably necessary considering the health or safety situation.

4.5 NO REMOVAL OF SOUND INSULATION MATERIALS

The County and the Homeowner agree that the purpose of this Program is to sound insulate residential properties. Accordingly, the Homeowner shall not intentionally remove any of the sound insulation materials and equipment installed as part of the Program. Unauthorized modifications by the Homeowner to work performed under the Program may result in a degradation in the noise resistance of the subject Property, may invalidate any warranties, and shall entitle the County to terminate this Agreement for cause pursuant to Section 9.2, below. The provisions hereof shall survive any termination of this Agreement.

4.6 SOUND INSULATION PROGRAM POLICIES

4.6.1 Homeowner agrees not to enter into any agreements with the County's Contractors regarding changes to the Scope of Work or for additional work without the express written consent of the County.

4.6.2 Buildings listed on the National Register of Historic Properties ("Register"), and those eligible for election to the Register, will be rehabilitated in compliance with the Secretary of the Interior's Standards for Rehabilitation.

4.6.3 Employees of the Program, including without limitation County employees, and employees of County's Contractors and Consultants or officials who exercise authority, function, or responsibility for administration of the Program, are eligible for participation in the Program, unless the County Attorney determines that a conflict exists under Section 112.313, Florida Statutes, or other applicable law, rule or regulation.

ARTICLE 5
EVENTS SUBSEQUENT
TO EXECUTION OF AGREEMENT

5.1 EVENTS SUBSEQUENT TO EXECUTION OF THIS AGREEMENT

In the event Homeowner, during the period following execution and delivery of this Agreement and continuing until the Final Completion Date: (a) sells, transfers, or encumbers, or attempts to sell, transfer, or encumber, the Property; (b) files for or declares bankruptcy or otherwise becomes insolvent; (c) fails to make timely payment with respect to any outstanding loan secured by the Property, regardless of whether or not the lender thereunder initiates foreclosure proceedings; or (d) dies, divorces, or changes his, her, or its name, then the County's obligation under this Agreement shall immediately cease until

Homeowner (or any successor owner of the Property) provides to the County evidence satisfactory to the County in its sole discretion that all persons having or acquiring in the future any right, title, or interest in or to the Property shall have assumed in writing or shall otherwise have agreed to be bound by the provisions of this Agreement. If any of the events described in subsections (a)-(d) above, occurs following commencement of performance of the Scope of Work the County shall not be required to continue with the Scope of Work until the County is provided with satisfactory evidence, in its sole discretion, that all persons having (or acquiring in the future) any right, title, or interest in or to the Property shall have assumed in writing or shall otherwise have agreed to be bound by the provisions of this Agreement. A failure to provide such evidence to the County within thirty (30) calendar days following written demand by County in accordance with Section 10 hereof, shall entitle the County to terminate this Agreement for cause pursuant to Section 9.2.

ARTICLE 6
COMPLIANCE WITH FAA REQUIREMENTS
AND GRANT AGREEMENTS

- 6.1 The Homeowner shall subject the construction work on the Project to such inspection and approval during the construction or installation of the noise compatibility measures and after completion of the measures as may reasonably be requested by the Secretary of the U.S. Department of Transportation or the County.
- 6.2 The Homeowner shall assume the responsibility for maintenance and operation of the items installed, purchased or constructed under the Agreement. Neither the FAA nor the County bears any responsibility for the maintenance and operation of these items.
- 6.3 The provisions hereof shall survive any termination of this Agreement.

ARTICLE 7
TERM

This Agreement shall commence on the Effective Date and shall continue in full force and effect until the first to occur of the Final Completion Date, or termination hereof pursuant to Article 9, below.

ARTICLE 8
WARRANTIES; NON-RECOURSE AND INDEMNITY PROVISIONS

- 8.1 **Warranties.** The contracts between the Contractors and the County for the performance of the Scope of Work ("County's Contracts") will contain the following provisions: (1) all warranties provided by the Contractor will run in favor of both the County and the Homeowner, (2) the insurance policies provided by the Contractor will be required to identify each Homeowner included in the scope of work of the construction contract as a "named insured," and (3) the construction contract will specifically name each Homeowner included in the contract's scope of work as an "intended third party beneficiary" of the construction contract. Following the completion of the Scope of Work, any subsequent repairs or adjustments to the work will remain under warranty to the County and the Homeowner for the warranty period(s) set forth in the contracts between the Contractors and the County. The Homeowner recognizes that if a fault is detected within any applicable warranty period, it is the Homeowner's responsibility to inform the Contractor and the Airport Representative in writing at once. The County will provide copies of all manufacturer's warranties and guarantees to the Homeowner. A separate copy will be maintained on file by the Aviation Department. Designated County representative(s) will be available to assist the Homeowner with warranty issues for a period of one year following the Final Completion Date. For any remaining warranty period after the one-year period, the Homeowner should make direct contact with the product manufacturer or other provider of a warranty.
- 8.2 The Homeowner understands that any claims arising from the manner in which the work was performed under the contract between the County and its Contractors, which causes injury or damages to persons or property, shall be the responsibility of the Contractors, and the County shall not be held liable.
- 8.3 THE COUNTY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO QUALITY OR SUITABILITY OF THE MATERIALS USED OR THE WORK PERFORMED BY THE CONTRACTORS OR CONSULTANTS OR WITH REGARD TO THE CONDITION OF THE HOMEOWNER'S PROPERTY EITHER PRIOR TO, DURING OR UPON COMPLETION OF THE IMPROVEMENTS UNDERTAKEN PURSUANT TO THIS AGREEMENT. THE WARRANTIES PROVIDED BY THE CONTRACTORS AND THE MANUFACTURERS CONSTITUTE THE HOMEOWNER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE WORK PERFORMED PURSUANT TO THIS AGREEMENT. HOMEOWNER ACKNOWLEDGES AND AGREES THAT THE HOMEOWNER'S AGREEMENT TO LIMIT THE REMEDIES AS PROVIDED HEREIN CONSTITUTES SPECIAL CONSIDERATION TO AND IS A MATERIAL INDUCEMENT TO COUNTY TO ENTER INTO AND PERFORM THIS AGREEMENT AND TO PAY FOR THE IMPROVEMENTS TO BE UNDERTAKEN BY THE CONTRACTORS AND

CONSULTANTS. THE PROVISIONS HEREOF SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

- 8.4 Homeowner shall indemnify and hold harmless County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Homeowner, its agents, invitees, contractors, consultants, servants, employees or officers accruing, resulting from, or related to the subject matter of this Agreement including without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.
- 8.5 Homeowner agrees that the County, its officers, officials, employees, agents, representatives, successors and assigns shall not be liable for, and Homeowner hereby waives and releases any and all claims against the County, its officers, officials, employees, agents, representatives, successors and assigns for expenses and damages for any injury (including death) to Homeowner or any other person, or for damages to Homeowner's Property or any other property, sustained, or alleged to have been sustained, as a result of or in connection with any work undertaken as part of the Program, and the work performed by the Consultants and Contractors including, but not limited to, those relating to environmental conditions or releases including, but not limited to, mold, mildew, Zonolite (vermiculite), asbestos or other environmental condition or releases. This provision is not intended to waive any rights the Homeowner may have directly against the County's Consultants and Contractors.
- 8.6 Homeowner hereby agrees to reimburse County for any claims against the County related to the work that arise from the Homeowner's fault or negligence. For example, but not limited to, claims such as Contractors' claims arising out of Homeowner's failure to provide access to the home.
- 8.7 The provisions of this Article 8 shall survive any termination of this Agreement.

ARTICLE 9
HOMEOWNER WITHDRAWAL FROM PROGRAM;
TERMINATION OF AGREEMENT

- 9.1 If Homeowner chooses to withdraw from the Program at any time, the Homeowner must provide prior written notice to the Aviation Department and Homeowner must reimburse the County for all direct expenditures made on behalf of the Homeowner including, but not limited to, costs of Consultants services directly attributable to work performed at Homeowner's Property, and expenses and Contractors' labor, supplies, equipment and materials costs directly attributable to work performed at Homeowner's Property. Following payment of all such costs to the County, this Agreement shall terminate.

- 9.2 If Homeowner fails or refuses to carry out the terms and conditions of this Agreement, then this Agreement may be terminated for cause by the Director of Aviation, acting on behalf of the County, upon thirty (30) calendar days' written notice to Homeowner. Upon any termination for cause, the Homeowner shall reimburse the County for all direct expenditures made on behalf of the Homeowner including, but not limited to, costs of Consultants services directly attributable to work performed at Homeowner's Property, and expenses and Contractors' labor, supplies, equipment and materials costs directly attributable to work performed at Homeowner's Property and following payment of all such costs to the County, this Agreement shall terminate.
- 9.3 This Agreement may also be terminated at any time prior to the commencement of construction, for convenience by the Director of Aviation, acting on behalf of the County upon not less than thirty (30) calendar days' written notice to the Homeowner. Upon the giving of a notice of termination pursuant hereto this Agreement shall terminate.
- 9.4 All notices of termination pursuant hereto shall be given as provided in Article 10, below. Upon any termination of this Agreement, the Homeowner's right to participation in the Program shall terminate and County shall discontinue any further work.
- 9.5 The Director of Aviation is authorized, on behalf of the County, to make determinations to terminate this Agreement, to send notices of termination, and to execute and record (as necessary) such other documents as may be required pursuant hereto or pursuant to the other provisions of this Agreement.

ARTICLE 10
NOTICES

- 10.1 Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, as the place for giving of notice in compliance with the provisions of this paragraph. Either party may change the address at which notice is to be given by notice given as provided in this Article. Notices shall be deemed given when mailed properly addressed with postage prepaid. The place designated for notice as of the Effective Date, for each party is as follows:

FOR BROWARD COUNTY:

Director of Aviation
Aviation Department

Fort Lauderdale, Florida 33315

WITH A COPY TO:

Project Manager
Program Outreach Center
200 East Dania Beach Blvd., Ste. 103
Dania Beach, FL 33004

FOR HOMEOWNER:

ARTICLE 11
MISCELLANEOUS

11.1 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by Homeowner without the prior written consent of the Airport Representative on behalf of the County.

11.2 ALL PRIOR AGREEMENTS SUPERSEDED; AMENDMENTS

This document incorporates and includes and supersedes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and represent the final and complete understanding of the parties. The parties agree that there is no commitment, agreement or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in a written document prepared with the same or similar formality as this Agreement and executed by the parties hereto.

11.3 PERSONS BOUND

The benefits and obligations of the covenants herein shall inure to and bind the respective heirs, personal representatives, successors and assigns (where assignment is permitted) of the parties hereto. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall include all genders.

11.4 WAIVER

Failure of either party to insist upon strict performance of any covenant or condition of this Agreement or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

11.5 REMEDIES CUMULATIVE

All rights and remedies of either party under this Agreement, at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. No waiver of any failure to perform any of the terms, covenants, and conditions of this Agreement shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions of this Agreement.

11.6 RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

11.7 FURTHER UNDERTAKINGS

The parties agree that each shall cooperate with the other in good faith and shall correct any mathematical errors, execute such further documents and perform such further acts as may be reasonably necessary or appropriate to carry out the purpose and intent of this Agreement. Preparation of this Agreement has been a joint effort of County and Homeowner and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

11.8 COUNTY-ADOPTED NOISE MITIGATION OPTIONS

11.8.1 **Election to Participate in County-Adopted Noise Mitigation Options.**

The Homeowner may participate in noise mitigation options that may in the future be adopted by the County for residential properties within a designated geographic area that includes the Property's location. The Homeowner shall be entitled to participate in any such County-adopted noise mitigation components for which the Property is eligible as established by the Commission for a period of time up to one year after

the completion of the expansion of runway 9R/27L, or within such greater period of time as established by the Commission for such program.

11.9 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

11.10 JURISDICTION, APPLICABLE LAW, 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. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida. Venue for litigation arising out of this Agreement shall be in such state courts. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby expressly waives any rights it may have to a trial by jury of any civil litigation related to this Agreement.

11.11 GOVERNMENTAL IMMUNITY - LIABILITY

Nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. County is a political subdivision of the State of Florida, as defined in Chapter 768.28, Florida Statutes. No commissioner, director, officer, agent or employee of the County shall be charged personally or held contractually liable under any provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

11.12 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Attachments to this Agreement include the following, which are incorporated into and made a part of this Agreement by this reference:

- Exhibit A: Legal Description of Property
- Exhibit B: Scope of Work

In the event of conflict between the terms contained in this Agreement and the terms contained in any of the documents attached or incorporated herein, the terms of this Agreement shall control and shall be given full effect.

11.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 11 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 of this Agreement shall prevail and be given effect.

11.14 MULTIPLE ORIGINALS/COUNTERPARTS

This Agreement may be executed in multiple counterparts each of, which shall be deemed an original Agreement, and all of which shall constitute one Agreement to be effective as of the date of execution of this Agreement by the County.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT FOR HOMEOWNER PARTICIPATION IN VOLUNTARY RESIDENTIAL SOUND INSULATION PROGRAM on the respective dates under each signature: _____ as HOMEOWNER duly authorized to execute same, and BROWARD COUNTY, through its Director of Aviation, authorized to execute same by Board action on the ____ day of _____, ____.

COUNTY

Approved as to form by
Office of County Attorney
JONI ARMSTRONG COFFEY
County Attorney

BROWARD COUNTY, through its
DIRECTOR OF AVIATION

By _____

By _____
Assistant County Attorney

____ day of _____, 20____.

**AGREEMENT FOR HOMEOWNER PARTICIPATION IN VOLUNTARY RESIDENTIAL
SOUND INSULATION PROGRAM**

HOMEOWNER

WITNESSES: _____, as Homeowner(s)

Signature Witness 1

Homeowner Signature

Print/Type Name Witness 1

Print/Type Homeowner Name

Signature Witness 2

Address: _____

Print/Type Name Witness 2

WITNESSES:

Signature Witness 1

Homeowner Signature

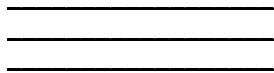
Print/Type Name Witness 1

Print/Type Homeowner Name

Signature Witness 2

Address: _____

Print/Type Name Witness 2



SOUND INSULATION PROGRAM

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing agreement was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida At Large (SEAL)

My Commission Expires:

Commission Number:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing agreement was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida At Large (SEAL)

My Commission Expires:

Commission Number:

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

SAMPLE

EXHIBIT "B"
SCOPE OF WORK

SAMPLE