

**MODEL HOME AGREEMENT**

THIS Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as “County” and \_\_\_\_\_, hereinafter referred to as “Developer” (collectively, the “Parties”).

WHEREAS, the Developer (Property Owner) desires to commence construction on Model Homes and Temporary Model Welcome Sales Office prior to final approval and recordation of the plat; and

WHEREAS, The Developer (Property Owner) desires to receive a Temporary Certificate of Occupancy for the Temporary Model Welcome Sales Office; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, has approved this Model Home Agreement that sets forth conditions for Model Homes and Temporary Model Welcome Sales Office.

**NOW, THEREFORE**, for good and valuable consideration in hand received and acknowledge both as to receipt and sufficiency, the Parties do hereby agree as follows:

1. A licensed contractor may “pull” permits for residential dwellings to be used as Model Homes in \_\_\_\_\_ development. The number of Model Homes shall not exceed ten (10), in the phase for those projects in which the infrastructure is in place to meet emergency services requirements. The building permit application/plans shall indicate that the residence(s) is/are to be used as a Model Home. No structural modification can be made to the garage(s) or any other room in the home in order to be utilized as a sales office. The Model Home(s) must comply with the requirements set forth herein.
2. The Model Home shall not be utilized as a sales office.

3. A licensed contractor may “pull” a permit for a single Temporary Model Home Welcome Sales Office in \_\_\_\_\_ development. A Temporary Model Home Welcome Sales Office is a Model Home constructed to life safety standards of the Florida Building Code for a temporary sales office. Only one (1) Temporary Model Home Welcome Sales Office may be constructed in the development and in which the infrastructure is in place to meet emergency services requirements. The building permit application/plans shall indicate that the residence to be used as a Temporary Model Home Welcome Sales Office. The Temporary Model Home Welcome Sales Office must comply with the requirements set forth herein.
4. Each Model Home and the Temporary Model Home Welcome Sales Office, including those under construction, must meet emergency services requirements for access and the County Manager or designee shall receive written confirmation from the emergency services department that the emergency services can access the Model Home and Temporary Model Home Welcome Sales Office. Said confirmation must be received prior to execution of this agreement.
5. Certificates of Occupancy for Model Homes will only be issued after the Building Official or his designee finds it meets the applicable Building Code and all infrastructure (including utilities) is completed and inspected and accepted by the County and the plat has been recorded for the phase of the subdivision in which the Model Home is built.
6. A Temporary Certificate of Occupancy for the Temporary Model Home Welcome Sales Office will only be issued after the Building Official or his designee finds it meets the applicable Building Code and all infrastructure (including utilities) is completed and inspected and accepted by the County.
7. A Final Certificate of Occupancy will only be issued after a licensed contractor pulls a remodel permit to convert the Temporary Model Home Welcome Sales Office to a residential home.
8. The County reserves the right to ensure that the requirements of this Agreement are being

followed. If a violation occurs, the Developer will be notified in writing/email and shall come into compliance within ten (10) days of the notification. If the Developer does not come into compliance as determined by the County, the Model Home Agreement will be revoked by the County and dwellings cannot be utilized as a Model Home and Code Enforcement action may be initiated.

9. Both parties have read and understand the agreement and accept the terms of said agreement.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Board of County Commissioners of  
Nassau County, Florida, a political  
subdivision of the State of Florida

\_\_\_\_\_  
Taco E. Pope  
County Manager

\_\_\_\_\_  
“Developer”

WITNESSES:

\_\_\_\_\_  
Signature of witness

BY: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Printed name of witness

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Printed name of witness