

Acknowledgment & Release

The undersigned (“Respondent”), on behalf of Respondent and all participants and parties included or subsequently added in/to Respondent’s development team, has read and fully accepts the Capital City Development Corporation’s (“CCDC”), discretion and non-liability as stipulated herein, expressly for, but not limited to, CCDC’s decision to proceed with a selection process by issuing the Request for Qualifications/Proposals for the development of the 1715 Idaho Street property (the “RFQ/P”). Capitalized terms not defined herein shall have the meaning ascribed in the RFQ/P.

Respondent accepts and agrees to the terms and conditions as described or as may be modified as well as the following:

1. CCDC reserves the right in its sole discretion and judgment, for whatever reasons it deems appropriate and at any time:
 - a. To suspend or modify any part of the selection process or terminate the RFQ/P at any time for any reason with no financial or other obligation to Respondent.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the RFQ/P and to ascertain the depth of Respondent’s capability and desire to develop the Site;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its RFQ/P and any submission by any respondent;
 - d. Accept or reject any submission or part thereof received in response to the RFQ/P, including any statement submitted by the undersigned, or select any one submission over another;
 - e. Accept or reject all or any part of any materials, plans, proposals or statements included in a submission, including, but not limited to, the nature and type of submission.
2. CCDC is governed by state law as provided in Title 50, Chapter 20, and in Title 50, Chapter 29 of the Idaho Code, and other state and federal regulations that may apply, and Respondent acknowledges that the RFQ/P selection process and any assistance in the development of the Site from CCDC must conform to all applicable laws, rules and regulations.
3. CCDC may, in its discretion, conduct public hearings during the RFQ/P selection process that would require disclosure of the Respondent’s proposed project and related details to the public and the media.
4. CCDC may accept or reject any proposal or statement and/or information received in response to the RFQ/P, including any proposal, statement, or information submitted by the undersigned, or select one developer over another.
5. Respondent understands that by responding to the RFQ/P, its proposed project may be subject to review and comment by CCDC staff and consultants.
6. Respondent agrees to waive any formalities or defects as to form, procedure, or content with respect to the RFQ/P and any responses by any respondent thereto.

7. Respondent consents to the acquisition of information by CCDC in conjunction with this RFQ/P, and waives all claims, and releases CCDC from any liability in the acquisition of this information and use of this information.
8. Respondent agrees that CCDC staff, officers or board and the City of Boise shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decisions made at the discretion of CCDC or the City of Boise with respect to the RFQ/P.
9. Non-Liability of CCDC. Respondent agrees that CCDC shall not have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
10. Respondent, including all team members, have carefully and thoroughly reviewed the RFQ/P and have found the RFQ/P and all attachments thereto to be complete and free from ambiguities and sufficient for their intended purpose.
11. Respondent participates in the RFQ/P process at its own risk.

By: _____

Its: _____

Date: _____