

**DONATION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY AND
INDEMNIFICATION AGREEMENT FOR RECEIPT OF DONATED EQUIPMENT**

This Donation Agreement ("Agreement") is made as of the date of the last signature hereon between Hernando County, a political subdivision of the State of Florida, located at 15470 Flight Path Drive, Brooksville, FL 34604 ("the County"), and **Kelly Swann** ("the Recipient"), a natural person, whose address is **8126 River Point Dr., Weeki Wachee FL 34607**, collectively referred to as "the Parties."

WHEREAS the County and the Florida Division of Emergency Management ("FDEM") entered into a memorandum of agreement wherein FDEM transferred ownership and possession of that certain travel trailer with VIN# **1UJBJOBL1N17Z1444** ("the Equipment") to the County; and

WHEREAS the term "the Equipment" may include, but is not limited to, the travel trailer itself and all of its components and accoutrements including, but not limited to: wheels, tires, hitch, awnings, chassis, mirrors, windows, lights, electrical system, computer components, air conditioning and heating, entertainment system, furnishings, appliances, hardware, propane tank and related apparatus, decorations, kitchen and bathroom fixtures, and any and all other interior and exterior equipment; and

WHEREAS the County has title to the Equipment free and clear of all encumbrances, liens, and other claim of any kind, and the County has possession of all ownership documentation and title for the trailer; and

WHEREAS the County desires to donate **AS-IS WITHOUT WARRANTY AND WITH ALL FAULTS** the Equipment to the Recipient at no cost; and

WHEREAS the Recipient understands and agrees that as of the date the County and the Recipient meet to execute title transfer documentation, the Recipient shall be responsible for all costs associated with the Equipment including, but not limited to the costs described in Section 9 below, and that title to the Equipment will be provided within 14-21 business days after signing title transfer documentation, barring an unforeseen delay; and

WHEREAS the Recipient wishes to accept the Equipment under the following terms and conditions.

NOW THEREFORE for and in consideration of the mutual promises and obligations of the Parties to each other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as following terms of such transfer:

1. Delivery and Acceptance of Equipment

- a. The Recipient is [check one]: ☒ the title owner of the real property, OR () is the lawful invitee or tenant of the owner of the real property, located at **8126 River Point Dr., Weeki Wachee FL 34607** Hernando County, Florida ("Delivery Location").
- b. Recipient shall provide documentation to the County prior to delivery that the Delivery Location has proper electricity, water and sewer sources to which to hook up the Equipment.
- c. Prior to delivery, the Recipient shall obtain the required permit(s) to reside in the Equipment at the Delivery Location.
- d. If the Recipient will reside in the Equipment at property owned by a third party, Recipient shall provide documentation to the County prior to delivery that Recipient has the property owner's permission to reside in the Equipment on said property, will cooperate with Recipient to obtain the required permit(s), and consents to the County entering said property for the sole purpose of accessing the Equipment to enforce this Agreement.
- e. The County will deliver to Recipient the Equipment at the Delivery Location on a date and time agreed upon by the Parties.
- f. The description of the Equipment is for the sole purpose of identifying the Equipment and does not constitute a representation or warranty in any respect whatsoever.
- g. The County will donate the Equipment to the Recipient and the Recipient will accept the Equipment from the County.
- h. Upon acceptance, the Recipient shall be responsible for compliance with all laws, ordinances and regulations applicable to use of the Equipment, regardless of when the transfer of title to Recipient occurs, and whether required by the County or otherwise.
- i. The Recipient shall cooperate with the County to complete and execute any and all forms which may be required by the local or state municipality to complete the transfer of title to the Recipient, and Recipient shall apply for and pay for all permits required by

- local ordinance associated with keeping, parking or residing in the Equipment.
- j. The Recipient acknowledges that the Equipment is in good and working condition and accepts same “as-is.”
 - k. The Recipient acknowledges the equipment is to be used as a temporary shelter and not for recreational activities.

2. Costs Associated with Equipment

- a. After the County delivers the Equipment to the Recipient at the Delivery Location, and the Recipient accepts the Equipment, regardless of when the transfer of title to Recipient occurs, the Recipient is responsible for all costs of any nature associated with the Equipment including, but not limited to, transferring title to the Equipment, registering the Equipment in Recipient’s name, rezoning or conditional use applications as required, maintenance, replacement and repair of the Equipment, hooking up utilities, obtaining building department and zoning permits as necessary, insurance, rent for location or storage of Equipment, and removing or disposal of the Equipment.
- b. The County is not responsible for any of the costs described in subsection 2.a. above, or any other cost associated with the Equipment, once County delivers the Equipment and Recipient accepts the Equipment.

3. Hazardous Materials

- a. The Equipment may contain flammable items, radioactive materials, explosives, hazardous or toxic substances, waste or related materials, including any materials defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “infectious wastes,” “hazardous materials” or “toxic substances” now or subsequently regulated under any federal, state or local laws, regulations or ordinances (“Hazardous Material”).
- b. The Recipient will defend, indemnify and hold the County harmless against any claims resulting from or relating to such Hazardous Material.

4. Warranties

The Recipient acknowledges and agrees that:

- a. The Recipient is receiving the Equipment “as-is, where is” and “with all faults”.

- b. The County has made no representations or warranties to the Recipient regarding the quality, nature, condition or composition of the Equipment.
- c. The County has made no representations or warranties to the Recipient regarding the compliance of the Equipment with the requirements of any specifications, laws, ordinances or regulations.
- d. The Recipient has been given the opportunity to reject the Equipment, in part and in whole, and has declined to do so.
- e. The County disclaims all warranties and representations, whether express, implied, or statutory, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. The County also disclaims any implied warranty arising out of trade usage or out of course of dealing or course of performance. The County also disclaims any warranty or other obligation on account of any claim of infringement or misappropriation of patents, copyrights, or other intellectual property rights in connection with the Equipment.

5. Limitation of Liability

- a. To the maximum extent allowed by law, under no circumstances will the County be liable for any damages of any kind, whether direct, indirect, special, incidental, consequential or punitive, even if they were foreseeable and/or even if the Recipient has informed the County of their potential, arising in any way out of the Equipment or this Agreement.
- b. The Recipient voluntarily assumes full responsibility for any risk of loss, property damage or personal injury, including death, for the Recipient, the Recipient's family, or any person who is on Recipient's property whether or not an invitee, that may be sustained by Recipient, Recipient's family, or any person who is on Recipient's property whether or not an invitee, or any loss or damage to real or personal property owned by Recipient, as a result of receiving the Equipment, WHETHER CAUSED BY THE NEGLIGENCE OF THE COUNTY or otherwise. Recipient further AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY from any loss, liability, damage or cost, including court costs and attorney's fees, that Recipient may incur due to Recipient's participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE COUNTY or otherwise.

- c. It is the Recipient's express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of Recipient's family and spouse, if alive, and heirs, assigns and personal representative, if deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the COUNTY.

6. Conveyance and Disposal

- a. The Recipient must retain ownership of the Equipment for a minimum of eighteen (18) months from the date of signature before conveying ownership or disposal is permitted.
 - i. If the Equipment is no longer needed within the first 18 months, the Recipient shall offer, in writing, to the County first right of refusal to accept return of the trailer at no cost to the County; if the County declines acceptance of the trailer, in writing, the Recipient may convey or dispose of the Equipment in compliance with this Agreement.
 - ii. In the event of the Recipient's death within the 18-month period, transfer of ownership as part of Recipient's estate is permitted without offering to the County first right of refusal; however, all obligations under Section 8: Removal must be upheld.
- b. The Recipient shall be responsible for compliance with all laws, ordinances and regulations applicable to the conveyance and disposal of the Equipment.

7. Right of Entry

- a. The Recipient hereby gives permission to the County, and its subcontractors, employees, staff and vendors, to enter the Recipient's property, or if the Recipient is the invitee of the property on which the Equipment is delivered, Recipient gives permission as the invitee or tenant on said property, for the County to conduct the following activities:
 - i. Delivery of the Equipment;
 - ii. Inspection, if required;
 - iii. Removal of the Equipment for Recipient's non-compliance with this Agreement, which includes but is not limited to failing to meet with the County on its scheduled date to complete all required paperwork to effectuate the final transfer. Should removal be required, such removal will only include the

Equipment; the Recipient shall be responsible for disconnection of all utilities and other equipment that Recipient installed thereto, including but not limited to stairs, ramps, etc.;

- iv. Removal of personal items should the removal of the Equipment be warranted in accordance with the above.
- b. This Section 7 expires eighteen (18) months from the date the Recipient accepts delivery of the Equipment.

8. Removal

- a. The Recipient shall be responsible for compliance with all laws, ordinances and regulations applicable to the removal of the Equipment in accordance with all local, state and federal laws, should they apply.
- b. The Equipment may not be removed from the Delivery Location without prior written authorization from the County, except under the following conditions: The Recipient shall relocate the Equipment to a safe location during, but not limited to, declared states of emergency, mandatory evacuations, or when special notices are issued by the County to protect life, health, or safety.

9. Maintenance

The Recipient affirmatively understands that as of the date the Recipient accepts delivery of the Equipment, the Recipient shall be responsible for any and all maintenance, repair and replacement of the Equipment. The County shall not under any circumstances be responsible for, nor provide any assistance or financial reimbursement for any maintenance, repair or replacement of the Equipment or any other related expense incurred as a result of such maintenance, repair, replacement or otherwise.

10. Indemnification

The Recipient will defend, indemnify and hold the County harmless against any claims relating to the packing, removal, handling, shipping, use, possession, transfer, sale, donation or other disposal of the Equipment.

11. Term

The term of this Agreement is eighteen (18) months from the date Recipient accepts the Equipment. Provisions 2, 3, 4, 5, 9 and 10 shall survive and remain legally binding past the expiration, termination or completion of this Agreement. This Agreement is not subject to renewal or extension.

12. Miscellaneous

- a. This Agreement represents the entire agreement between the parties regarding the subject matter hereof. It supersedes all previous oral and written communications between the Parties.
- b. This Agreement may not be modified except in writing by authorized representatives of both Parties.
- c. If any provision is held invalid, all other provisions will remain valid, unless such invalidity would frustrate the purpose of the Agreement.
- d. The term "the County" is, and includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries.
- e. This Agreement is not transferrable or assignable without the written pre-approval of the County which pre-approval may be withheld by the County in its sole discretion.
- f. The terms and conditions of this Agreement inure to the benefit of, and are binding upon, the Parties' successors and assigns.
- g. This Agreement will be governed by the laws of the State of Florida except where the federal supremacy clause requires otherwise.
- h. All claims and actions brought or arising from this Agreement will be brought in the courts of Hernando County, Florida.
- i. In the event of a legal dispute between the Parties, each Party shall pay its own attorney's fees and costs at all levels of the dispute. The Parties hereby waive the right to a jury trial in any and all legal disputes.

THE RECIPIENT IS AT LEAST EIGHTEEN YEARS OF AGE AND FULLY COMPETENT AND HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS.

THE RECIPIENT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A

CONTRACT BETWEEN THE COUNTY AND THE RECIPIENT AND SIGNS IT
FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IN WITNESS WHEREOF, the Parties have caused this instrument to be
executed on its/their behalf by officials duly authorized therefor.

Kelly Sum
Signature: THE RECIPIENT
Date: 3/31/25

Signature: THE RECIPIENT
Date: _____

Jeffrey Ryger
Signature: THE COUNTY
Printed Name: Jeffrey Ryger
Title: County Administrator
Date: 3/27/2020

RECIPIENT'S ACCEPTANCE AND ACKNOWLEDGMENT

The Recipient, **Kelly Swann**, hereby accepts delivery of the Equipment as defined in the Donation Agreement and Release and Waiver of Liability and Indemnification Agreement for Receipt of Donated Equipment ("Donation Agreement") signed by Recipient on 3/31/25, 2025, and acknowledges the Recipient received the Equipment (VIN#**1UJBJOBL1N17Z1444**) "as-is" on this 3 day of April, 2025, in accordance with the said Donation Agreement.



Signature: THE RECIPIENT

Date: 3/31/25

Signature: THE RECIPIENT

Date: _____

Identification Number 1UJB0BL1N17Z1444	Year 2022	Make JYFL	Body TV	WT-L-BHP 25'8"	Vessel Regs. No.	Title Number 156994637
---	--------------	--------------	------------	-------------------	------------------	---------------------------



Registered Owner:

Date of Issue

01/08/2025

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
20 N MAIN ST RM 362
BROOKSVILLE, FL 34601-2893

Lien Release
Interest in the described vehicle is hereby released
By _____
Title _____
Date _____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:
<http://www.fhsmv.gov/html/titinf.html>

Mail To:

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
20 N MAIN ST RM 362
BROOKSVILLE, FL 34601-2893

CERTIFICATE OF TITLE

Identification Number 1UJB0BL1N17Z1444	Year 2022	Make JYFL	Body TV	WT-L-BHP 25'8"	Vessel Regs. No.	Title Number 156994637
Prev State FL	Color	Primary Brand	Secondary Brand	No of Brands	Use PRIVATE	Prev Issue Date 11/21/2024
Odometer Status or Vessel Manufacturer or OH use				Engine Drive	Hull Material	Prop
						Date of Issue 01/08/2025

Lien Release
Interest in the described vehicle is hereby released

By _____
Title _____
Date _____

Registered Owner

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
20 N MAIN ST RM 362
BROOKSVILLE, FL 34601-2893

1st Lienholder
NONE

DIVISION OF MOTORIST SERVICES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch
Director

Control Number 170163434
40 / 1 170163434

David M. Kerner
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: Kelly SwannAddress: 8126 River Point Dr., Weeki Wachee, FL 34607Seller Must Enter Selling Price: \$0 DonationSeller Must Enter Date Sold: 3-31-2025

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads _____ [X] (no tenths) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:
☐ 1. reflects ACTUAL MILEAGE ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: Hilke Kumppe for BOCC

CO-SELLER Must Sign Here:

Print Here: Hernando County Board of County Commissioners

Print Here:

Selling Dealer's License Number:

Tax No:

Tax Collected:

Auction Name:

License Number:

PURCHASER Must Sign Here:

CO-PURCHASER Must Sign Here:

Print Here:

Print Here:

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTOR VEHICLES
2900 Apalachee Parkway • Neil Kirkman Building - Tallahassee, FL 32399-0620
Notice of Sale of Motor Vehicle, Mobile Home or Vessel

Section 319.22(2), Florida Statutes, requires that the seller file a Notice of Sale with the department within 30 days after the sale or transfer of the motor vehicle, vessel or mobile home. Filing this form removes any civil liability for the operation of the sold motor vehicle, vessel or mobile home. In addition to filing this form, we suggest you keep a copy of your bill of sale (we suggest it be notarized), certificate of title or other type of transaction document showing the vehicle was sold. **Complete the information below, tear the top portion of this document at the perforation and mail to the address above or submit to your local tax collector's office or license plate agency.**

I have this ____ day of _____, _____, transferred by assignment of and delivered Florida Certificate of Title to:

Name: Purchaser(s) _____ First MI Last Purchaser's DL/ID _____

Address _____ Selling Price \$ _____

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature _____ Co-Seller's Signature _____

NOTE: THE SUBMISSION OF THIS FORM, ACCURATELY COMPLETED, TO A TAX COLLECTOR'S OFFICE, LICENSE PLATE AGENCY OR TO THE ADDRESS ABOVE WILL ALLOW THE TITLE CLERK TO UPDATE THE DMV DATABASE TO REFLECT THE TITLE RECORD AS "SOLD". HOWEVER, THE OWNERSHIP STATUS WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

ODOMETER CERTIFICATION - Federal and state laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.			
FIRST REASSIGNMENT BY LICENSED DEALER	Selling Dealer's License No. _____	Selling Dealer's Name: _____	Tax No.: _____
			Tax Collected: _____
	Selling Dealer's Address: _____		Date Sold: _____
	Purchaser's Name(s): _____ Address: _____		
	I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS XX (NO TENTHS) MILES, DATE READ ____/____/____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:		
	CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX ☐ 1. REFLECTS ACTUAL MILEAGE ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) ☐ 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY		
	Purchaser Must Sign Here: _____		Co-Purchaser Must Sign Here: _____
	Print Here: _____		Print Here: _____
	Seller/Agent Must Sign Here: _____		Auction Name (When Applicable): _____
	Print Here: _____		Auction License Number: _____
SECOND REASSIGNMENT BY LICENSED DEALER	Selling Dealer's License No. _____	Selling Dealer's Name: _____	Tax No.: _____
			Tax Collected: _____
	Selling Dealer's Address: _____		Date Sold: _____
	Purchaser's Name(s): _____ Address: _____		
	I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS XX (NO TENTHS) MILES, DATE READ ____/____/____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:		
	CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX ☐ 1. REFLECTS ACTUAL MILEAGE ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) ☐ 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY		
	Purchaser Must Sign Here: _____		Co-Purchaser Must Sign Here: _____
	Print Here: _____		Print Here: _____
	Seller/Agent Must Sign Here: _____		Auction Name (When Applicable): _____
	Print Here: _____		Auction License Number: _____
THIRD REASSIGNMENT BY LICENSED DEALER	Selling Dealer's License No. _____	Selling Dealer's Name: _____	Tax No.: _____
			Tax Collected: _____
	Selling Dealer's Address: _____		Date Sold: _____
	Purchaser's Name(s): _____ Address: _____		
	I/WE STATE THAT THIS ☐ 5 OR ☐ 6 DIGIT ODOMETER NOW READS XX (NO TENTHS) MILES, DATE READ ____/____/____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:		
	CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX ☐ 1. REFLECTS ACTUAL MILEAGE ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) ☐ 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY		
	Purchaser Must Sign Here: _____		Co-Purchaser Must Sign Here: _____
	Print Here: _____		Print Here: _____
	Seller/Agent Must Sign Here: _____		Auction Name (When Applicable): _____
	Print Here: _____		Auction License Number: _____