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 **Markea Green & James Green** ("the Recipient"), a natural person, whose address is **1524 Don Jr Ave. Brooksville, FL 34601** 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 # 58TB40BN6N14F3229** ("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]: **(X)** the title owner of the real property, OR ( ) is the lawful invitee or tenant of the owner of the real property, located at **1524 Don Jr Ave. Brooksville, FL 34601** in 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.

Signature: THE RECIPIENT
Date: _____

Signature: THE RECIPIENT
Date: _____

Signature: THE COUNTY
Printed Name: Jeffrey Rogers
Title: County Administrator
Date: 10/9/25

RECIPIENT'S ACCEPTANCE AND ACKNOWLEDGMENT

The Recipient, **Markea Green & James Green**, 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 , 2025, and acknowledges the Recipient received the Equipment **(VIN# 58TB40BN6N14F3229)** "as-is" on this 9th day of October , 2025, in accordance with the said Donation Agreement.

Signature: THE RECIPIENT

Date: 10/28/25

Signature: THE RECIPIENT

Date: 10/28/25

12377

CNTY#	AGY#	SUB#	RPT#
40	1	116	6507

AUDIT # 170163459

L# 3251291
T# 2068001397
B# 2200596
S# 110498546

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR.	MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	PRINCPL OPERAT	GVW/LOC
156994083	58TB40BN6N14F3229	2022		0LPA	TV		29'6"		

DATE OF ISSUE MO.	DAY	YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	ENGINE DRIVE	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
01	08	25	TRT	PRIVATE								

Applicant/Owner's Name & Address
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
20 N MAIN ST RM 362
BROOKSVILLE, FL 34601-2893

SEX	BIRTHDATE MO.	DAY	YEAR	RESIDENT Y	N	ALIEN	CNTY RES.#
				X			40

1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #
591155275-01	

VOLUNTARY CONTRIBUTIONS

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
8.25	77.50	0.00	85.75

Action Requested: TRANSFER TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
FL	11/21/2024		XX		☐

LIEN INFORMATION

DATE OF LIEN | RECEIVED DATE | FEID # OR FL / DL AND SEX AND DATE OF BIRTH | DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO.

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED

☐ PURCHASER HOLDS VALID EXEMPTION CERTIFICATE

☐ VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL

☒ OTHER EXEMPT

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS $

INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES $ 0.00

☐ SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

____ I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

____ I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

____ I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

____ I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

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

Signature of Applicant/Owner | Signature of Applicant/Co-Owner

HSMV 82041 REVISED 02/06 SCAN CODE MVT

I UNDERSTAND THAT MY DRIVER LICENSE AND REGISTRATIONS WILL BE SUSPENDED IMMEDIATELY IF THE INSURER DENIES THE INSURANCE INFORMATION SUBMITTED FOR THIS REGISTRATION.

MTRFS021Y