

DONATION ACCEPTANCE AND ACKNOWLEDGEMENT

WHEREAS, the undersigned Donee owns real property in Levy County identified as Property Appraiser Parcel ID No. _____) (the "Property") and Donee's primary residence on the Property has been damaged and rendered uninhabitable;

WHEREAS, the State of Florida Division of Emergency Management has transferred ownership of a certain travel trailer (VIN No. _____) (the "Travel Trailer") to Levy County and Levy County is willing to transfer ownership of the Travel Trailer to Donee for use as temporary shelter on their Property, subject to Donee providing this Donation Acceptance and Acknowledgement; and

NOW THEREFORE, Donee wishes to accept the donation of the Travel Trailer in accordance with the terms and conditions of this Donation Acceptance and Acknowledgement.

- I. Transfer of ownership; transport and set up. Donee agrees to execute all necessary documents to transfer ownership of the Trailer, including but not limited to a Bill of Sale and Application for Certificate of Title. The County will pay any tax and fees associated with the transfer of title. Donee acknowledges they are solely responsible for transport of the Travel Trailer from the County's storage site to the Property and for set up of the Travel Trailer on the Property.
- II. No Warranties and Representations. The Donee understands and acknowledges that Levy County is the pass-through entity for transfer of ownership of the Travel Trailer and therefore, Levy County makes no warranties or representations concerning the quality or condition of the Travel Trailer or its merchantability or fitness for a particular purpose or use. Donee accepts the Travel Trailer in its "as is, where is condition" without any warranty or guarantee of any type.
- III. Limitation of Liability; Release and Waiver
 - a. To the maximum extent allowed by law, under no circumstances will Levy County be liable for damages of any kind, whether direct, indirect, special, incidental, consequential or punitive, arising from or in connection with, the donation of the Travel Trailer to the Donee, or transfer of ownership to the Donee, or Donee's use and/or occupancy of the Travel Trailer.
 - b. Donee releases Levy County and voluntarily assumes full responsibility and risk of loss or damages from Donee's ownership of and use and/or occupancy of the Travel Trailer. It is Donee's express intent that this shall be deemed a full and complete release, waiver, discharge and covenant not to sue Levy County.

IV. Use and Occupancy of Travel Trailer

- a. Donee accepts and acknowledges that the donation of the Travel Trailer to Donee is to provide Donee with temporary shelter, which is an allowed temporary use in accordance with Sec. 50-718(1) of the County Code, and as such, Donee warrants and represents they will:
 - i. Make a good faith effort to replace, rebuild or renovate the damaged permanent residential structure on their Property;
 - ii. Connect the Travel Trailer to water and electric utilities in a manner that does not present a threat to health and human safety; and
 - iii. Use the Travel Trailer as their temporary residence for no more than the time necessary for permitted construction, renovation or set up of a permanent residential structure on their Property.
- b. Donee acknowledges that Donee is solely responsible for any and all maintenance and repair of the Travel Trailer, including but not limited to propane refill, leaks, issues with appliances therein. Levy County shall not under any circumstance provide any maintenance assistance, nor financial reimbursement for maintenance items, nor any other related expense incurred as a result of maintenance, failure to maintain, or otherwise.

DONEE IS AT LEAST EIGHTEEN YEARS OF AGE, FULLY COMPETENT AND HAS CAREFULLY READ THIS ACCEPTANCE AND ACKNOWLEDGEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature: _____ ("Donee")

Printed Name: _____

Date: _____

Signature: _____ ("Donee")

Printed Name: _____

Date: _____