



**Brevard County
Parks and Recreation Department**



Caretaker License to Occupy Agreement

(County-Owned Dwelling)

******* Insert Caretaker Name *******

******Insert Date ******

LICENSE TO OCCUPY AGREEMENT

******Insert Address******

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This LICENSE TO OCCUPY AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), and _____ ("Licensee").

RECITALS

WHEREAS, the County owns and operates public parks pursuant to Section 125.01(1)(f), Florida Statutes; and

WHEREAS, the County maintains a residential structure within ****Insert Location **** for operational oversight and park security presence; and

WHEREAS, the County desires to grant a revocable license to occupy the residence solely in connection with caretaker service responsibilities; and

WHEREAS, the parties expressly intend that this Agreement create a license only and not a leasehold, tenancy, or real property interest.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Recitals: The foregoing recitals are true and are incorporated herein by reference.

Section 1 – Nature of Agreement – License Only.

The County grants Licensee a personal, revocable, non-exclusive, non-transferable license to occupy the County-owned modular residence located within ****Insert Location **** ("Residence"), as depicted in Exhibit "A." This Agreement does not create:

- A lease;
- A landlord-tenant relationship;
- Exclusive possession;
- Any estate or interest in real property;
- The Residence remains public property under County control at all times.

The agreement specifically waives any homestead, tenancy, possessory, or other property rights and confers no occupancy rights beyond County permission which is conditioned on the performance of Caretaker duties. Caretaker shall obtain prior written permission from the County prior to permitting any additional occupants to occupy the Residence.

The Caretaker shall ensure that the Park remains available for use by the general public in accordance with Parks and Recreation Department Policies and Procedures. This Agreement permits the Caretaker to use the Residence and the premises during the term of this Agreement but does not act to convey any ownership or easement rights in favor of the Caretaker or others.

Section 2 – Term.

This License shall commence upon execution and continue for five (5) years unless earlier revoked or terminated. The County retains superior possessory rights and may revoke this License as provided herein.

Section 3 – License Fee, Deposit and Utilities.

Licensee shall pay a monthly license fee (not rent) equal to United States Department of Housing and Urban Development (HUD) Fair Market Rent for a three-bedroom home in the Palm Bay–Melbourne–Titusville area, reduced by 60% to reflect caretaker service value. Current fee: **Eight Hundred Eighty-Nine Dollars and Sixty Cents (\$889.60) per month** plus any applicable sales or use tax due under state law payable to the Board of County Commissioners of Brevard County, Florida. This fee will be adjusted annually when the HUD Fair Market Rent values for the Palm Bay-Melbourne-Titusville are updated. Payment shall be due on or before the tenth day of each month to North Area Parks Operations, 919 Lane Avenue, Titusville, Florida 32780.

A refundable deposit equal to three (3) months of the license fee shall be required and payable to the County prior to the Caretaker moving into the residence.

The deposit may be applied to unpaid fees, damages, costs, or holdover occupancy as determined and identified to the Caretaker in writing by the County no later than thirty (30) days after the Caretaker has vacated the premises and removed all personal property.

The County shall pay costs of all public utility charges, including, but not limited to, electric, gas, water, sanitary sewer, and garbage collection which is provided to the Residence and Park by the County, City, or any other public agency or public utility. Private charges including, but not limited to Wi-Fi, are the responsibility of the Caretaker.

Section 4 - Americans with Disabilities Act Compliance.

The County and Caretaker shall conform to current requirements of the Americans with Disabilities Act (ADA) in the performance of this License and shall not cause or place in the Residence or Park any condition causing the Residence or Park to become non-compliant. The parties shall work together to cure any known violations of the ADA that may occur.

Section 5 - Assignment for Occupation by Other Persons.

This License is personal to Licensee and may not be assigned or sublicensed. Only County-approved occupants may reside in the Residence. Unauthorized occupancy constitutes material breach.

Caretaker agrees not to assign any part of this License, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Caretaker's unauthorized assignment or license to occupy shall be void and shall terminate the License at the County's option.

The Premises shall be occupied solely by the Caretaker and those individuals expressly approved in writing by the County. No other person shall reside, occupy, or remain on the Premises for more than fourteen (14) consecutive days or more than thirty (30) cumulative days within any twelve (12) month period without the County's prior written approval. Any occupancy exceeding these limits shall be deemed an unauthorized assignment or sublease and a material breach of this License.

Within ten (10) days of execution of this License, Caretaker shall provide the County with a written list identifying all authorized occupants of the Premises, including full legal names and relationship to Caretaker. Caretaker shall notify the County in writing within five (5) business days of any change in occupancy. No additional occupants shall reside at the Premises without the County's prior written approval.

Caretaker shall remain fully responsible and liable for the conduct of all authorized occupants and guests and for compliance with all terms and conditions of this License.

Section 6 - Attorney's Fees.

In any action or proceeding arising out of or related to the enforcement or interpretation of this License, including but not limited to actions for unlawful detainer, trespass, breach of License, or recovery of possession of the Residence, the County shall be entitled to recover from Caretaker all costs incurred in connection with such action or proceeding, including reasonable attorney's fees, court costs, and enforcement expenses. Such costs and attorney's fees shall be recoverable whether incurred before litigation, during litigation, on appeal, or in connection with post-judgment enforcement or collection proceedings. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or limitations of liability as provided in Section 768.28, Florida Statutes.

Section 7 - Background Investigation Check.

The County will be responsible for conducting a Level 2 Background Screening through the Florida Department of Law Enforcement (FDLE) / Federal Bureau of Investigation (FBI), in accordance with Section 435.04, Florida Statutes, for the Licensee's authorized representative who executes the License.

The Licensee shall be responsible for submitting information for all individuals over the age of 18 years permitted by the County to reside at the Residence for a High Level Security Check - Level 2 background screening through the Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigation (FBI)

<https://www.fdle.state.fl.us/Criminal-History-Records/Florida-Checks>. The Licensee shall ensure compliance with these screening requirements on all individuals over the age of 18 years permitted by the County to reside at the Residence throughout the License term, including any renewal periods as follows:

- The Licensee shall be responsible for, and pay the cost of, having Criminal History Record Checks performed on all individuals over the age of 18 years permitted by the County to reside at the Residence.
- The Licensee shall not allow any individuals over the age of 18 years permitted by the County to reside at the Residence to work unsupervised with at-risk populations prior to such person successfully completing the State of Florida Criminal History Record Check.
- The Licensee shall refer to services as outlined in this License and reference Section 435.04, Florida Statutes in determining if a person shall be disqualified from individuals over the age of 18 years permitted by the County to reside at the Residence.
- An Attestation of Compliance, stating Florida Criminal History Record Checks have been performed on all Licensee's individuals over the age of 18 years permitted by the County to reside at the Residence, shall be submitted prior to the License execution by the County.
- An Attestation of Compliance form shall be submitted at a minimum, annually, or when new individuals over the age of 18 years permitted by the County to reside at the Residence join the Licensee.
- The Licensee shall notify the Director, in writing, within 24 hours' notice of any arrest or change in criminal status, regarding any of their individuals over the age of 18 years permitted by the County to reside at the Residence.
- The Licensee shall be responsible for completing reference checks, prior employment checks, and any pre-employment testing and verification.
- The Licensee must also complete an Attestation Form for Compliance with these Screening Requirements annually, by the anniversary of the License's effective date (see Exhibit "B").

Any occupant failing a required screening as determined by Florida Statutes or Brevard County Administrative Orders shall immediately vacate the Residence upon written notification from the County.

Section 8 - Construction of License.

The parties hereby acknowledge that they have fully reviewed this License and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this License shall not be construed against any party as if they were the drafter of this License.

Section 9 - County's Right of Entry for Inspection and Maintenance.

The County reserves the right to, at reasonable times, inspect the Park, to perform required maintenance and repair, or to make additions or alterations to any part of the Park, and Caretaker agrees to permit the County to do so. The County may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without incurring liability to Caretaker unless done so in an unreasonable, willful, or negligent manner.

Section 10 - Default and Termination.

The occurrence of one or more of the following events shall constitute a default by the Caretaker under this License:

- Failure of the Caretaker to observe or perform any covenant, obligation, or condition of this License where such failure shall continue after written notice thereof from the County to the Caretaker. If the nature of the default is such that more than fifteen (15) days are reasonably required for its cure, then the Caretaker shall not be deemed to be in default if the Caretaker shall commence such cure within said fifteen-day (15) period and thereafter diligently prosecute such cure to completion, which completion shall occur no later than thirty (30) days from the date of such notice from the County.
- Three (3) or more violations of any local, state or federal law, code or ordinance within a calendar year period of time.
- Any waiver by the County of a breach of covenant of this License by the Caretaker shall not be construed as a waiver of subsequent breach of the same covenant. No breach of a covenant of this License shall be deemed to have been waived by the County unless the waiver is in writing, signed by the County.
- Failure of the Caretaker to perform the expected duties and responsibilities commensurate with this position in support of the Park and the public as stated in Section 25. Obligations of the Caretaker and the Caretaker Position Description.

Upon occurrence of one or more of the foregoing events of default, the Parks and Recreation Director, as hereby specifically delegated this authority by the Board of County Commissioners of Brevard County, Florida, may elect to terminate this License.

The County shall not be deemed to be in default of any obligation under this License unless and until the County has failed to perform such obligation within thirty (30) days after receipt of written notice from the Caretaker specifying in reasonable detail the nature of the alleged default. If the County fails to cure such default within thirty (30) days following receipt of such written notice, or within such additional time as may be reasonably required to cure the default provided the County has commenced and is diligently pursuing such cure, then the Caretaker may terminate this License upon written notice to the County.

Termination of this License shall constitute the Caretaker's sole and exclusive remedy for any alleged default by the County. Under no circumstances shall the County be liable to the Caretaker for any indirect, consequential, incidental, special, or punitive damages, including but not limited to loss of profits, loss of use, or business interruption arising out of or related to this License. Nothing contained herein shall be deemed or construed as a waiver of the County's sovereign immunity or limitations of liability as provided in §768.28, Florida Statutes, or any other applicable law.

Section 11 - Emergencies.

In the event of a declared state of emergency in Brevard County as declared by the Brevard County Board of County Commissioners, the County retains the right to immediately resume occupation, management, and maintenance of the Park, to use the facility to meet any emergency needs for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County. Caretaker will be provided with as much notice as is practicable depending on how suddenly the need arises and shall be provided an estimate of how long the need will continue. The County shall not be responsible for any damages, including but not limited to, loss of property or income created by the use of the Park by agencies which support the emergency response and recovery such as the Red Cross, Federal Emergency Management Agency, and others. The County and Caretaker shall work directly with such support agencies to recover the cost of restoration, lost equipment, and supplies used. During the period in which the County or other governmental or non-governmental agency occupies or manages the Park, Caretaker duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Park necessitated during any suspension under this License will be the responsibility of and at the expense of the County. Repairs, rehabilitation, restoration, or maintenance, the need for which arises as a result of such emergency suspension, shall all be diligently completed by the County, at the expense of the County. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Park for a period of time relating directly to defense of the nation and a likely attack on the nation, a period during which weather events such as hurricanes or tornadoes likely to cause damage to the community and the Park, is needed for public shelter, distribution of emergency supplies such as food or water, or other related event, or any other circumstance designated by the Brevard County Emergency Operations Center, "E.O.C." as an emergency.

Section 12 - E-Verify.

The County shall not enter in to, or renew, a License for goods or services with a Licensee that is not enrolled in E-Verify. Any Licensee providing goods or services to the County shall be required to utilize E-Verify to confirm the employment eligibility of any employee hired during the License term.

The County shall verify the Licensee's participation in E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. A Licensee whose participation cannot be verified on the Department of Homeland Security's E-Verify Website shall provide acceptable evidence of their enrollment prior to award and the execution of a License. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. The Licensee shall expressly require any subcontractors performing work or providing services pursuant to this License to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the License term.

The Licensee must meet this requirement, unless:

- the License is solely for goods-based procurement where no services are provided; or
- where the requirement is waived by the Board of County Commissioners; or
- the License is being executed with a Sole Proprietor who does not hire employees and therefore not required to file a Department of Homeland Security Form I-9 (which is the necessary document used for performing an E-Verify search); or
- the License is being executed with a company based outside of the United States of America and does not have a corporation or office located within the United States of America and does not employ any United States citizens.
- The Licensee's compliance with the terms of this section is made an express condition of this License and the County may treat a failure to comply as a material breach of this License.
- A Licensee who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Licensee hires or employs a person who is not eligible for employment.
- Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 13 - Entire License.

This License together with any Exhibits, constitutes the entire License between the County and Caretaker and supersedes all prior written or oral understandings. This License and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties hereto.

Section 14 - Florida Public Records Law.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this License must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Caretaker of the request and the Caretaker shall provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Caretaker may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Caretaker fails to provide the requested public records to the County within a reasonable time, the Caretaker may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Caretaker's failure to comply with public records requests is considered a material breach of this License and grounds for termination. If Caretaker claims certain information is exempt and/or confidential, it must cite specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the County face any legal action to enforce inspection or production of the records within the Caretaker's possession and control, the Caretaker agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Caretaker shall hire and compensate attorneys to represent the Caretaker and County in defending such action. The Caretaker shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes. information.

If the Caretaker has questions regarding the application of Chapter 119 Florida Statutes, to the Caretaker's duty to provide Public Records relating to this License, contact the Custodian of Public Records:

Brevard County Parks and Recreation
Diana Marquardt, Special Projects Coordinator IV
2725 Judge Fran Jamieson Way, B203
Viera, Florida 32940
Diana.Marquardt@brevardfl.gov

Section 15 - Force Majeure.

Neither party shall be responsible for damages or delays in performance caused by acts of God, strikes, lockouts, or other events constituting force majeure beyond the reasonable control of the parties. Despite the foregoing, Caretaker shall timely pay all fees due as otherwise provided herein.

Section 16 - Governing Law.

This License shall be deemed to have been executed and entered into within the State of Florida and this License, and any dispute arising hereunder, shall be governed, interpreted, and construed according to the laws of the State of Florida.

Section 17 - Illegal, Unlawful, or Improper Use.

Caretaker shall make no unlawful, improper, immoral, or offensive use of the Residence and/or Park nor will the Caretaker use the Residence and/or Park or allow the use of the Residence and/or Park for any purpose other than that hereinabove set forth. Failure of Caretaker to comply with this provision shall be considered a material breach of this License and subject this License to immediate termination by the County, where upon the County shall be entitled to immediately re-enter and retake possession of the Residence and terminate this License.

Section 18 - Improvements.

For a County-owned Residence, no structural changes, alterations, or additions shall be made by Caretaker to the Residence or Park without the prior written consent of the County. Any such alterations, changes, or additions shall remain for the benefit of and become the property of the County. The plans and specifications for all improvements, structures, landscaping, and facilities made by the Caretaker on the Premises shall be submitted and approved by the County prior to the construction or installation of such improvement, structure, landscaping, or facility. It is hereby agreed and understood that any building or structure placed or constructed on the Residence and permanently attached thereto shall remain the property of the County upon the termination of this License. If the County does not wish to take possession of any buildings or structures placed or constructed by the Caretaker, upon termination the Caretaker shall remove them.

Section 19 - Indemnification.

Caretaker shall indemnify and hold harmless the County and its employees from all claims, damages, losses, and expenses, including attorney's fees, arising out of or associated with the use, occupation, management, or control of the Park or Residence or any improvements or any furniture, furnishings, equipment and fixtures utilized in connection with the Park or Residence by Caretaker unless such claims, damages,

expenses, or losses are caused solely by acts of the County, its employees, or other persons not a party to this License acting on the County's request. Caretaker agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with Caretaker's use, occupation, management, or control of said Park or Residence and that it will satisfy, pay, and discharge any and all judgments that may be entered against the County in such action or proceeding. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties hereto that specific consideration has been paid under this License for this hold harmless provision. This indemnification includes claims, losses, or expenses arising from termination, removal of personal property, or re-entry by the County.

Section 20 - Independent Licensee.

Caretaker shall perform the services under this License as an independent Licensee and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this License shall be interpreted or construed to constitute Caretaker or any of its agents or employees to be the agent, employee, or representative of the County.

Section 21 - Insurance.

Caretaker agrees to provide and maintain at all times during the term of this License, without cost or expense to the County, policies of insurance covering premises liability, insuring the Caretaker against any and all claims, demands, and causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management, or control of the Residence and any improvements thereon including insurance for the contents of the Residence. Such policies shall be issued by insurance companies licensed and authorized under the laws of the State of Florida and in a form acceptable to the County, insuring the Caretaker in the amount of not less than:

- Automobile Liability Insurance, including coverage for all owned, non-owned and hired auto vehicles with the following minimum limits and coverage Bodily Injury per Person \$100,000, Bodily Injury per Occurrence \$300,000, Property Damage Liability \$50,000 or Combined Single Limit \$300,000.
- Resident's Liability Insurance \$300,000 per occurrence to cover any and all liability claims arising in connection with any particular accident or occurrence.

The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Caretaker's interests or liabilities but are merely minimums. These insurance requirements shall not relieve or limit the liability of the Caretaker. Such policies of insurance shall insure the Caretaker to cover any and all

liability claims arising in connection with any particular accident or occurrence. Said policies shall name Brevard County, Florida, as an additional insured.

The County shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. The Caretaker shall notify the County immediately in writing of any potentially hazardous condition existing on or about the Residence and Caretaker shall be responsible to repair and remove any hazardous condition. Failure of the Caretaker to comply with this Section may result in the County terminating this License at the County's option.

A certificate of insurance indicating that the Caretaker has coverage in accordance with the requirements of this License shall be furnished by the Caretaker to Brevard County Parks and Recreation Department, North Area Parks Operations, 919 Lane Avenue, Titusville, Florida 32780.

Section 22 - No Use that Increases Insurance Risk.

Caretaker shall not use the Residence in any manner that will increase the risk covered by insurance on the Residence, so as to increase the rate of insurance on the Residence, or to cause cancellation to any insurance policy covering the Residence. Caretaker further agrees not to keep at the Residence, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Residence. Caretaker shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Residence.

Section 23 - No Waiver of Covenants or Conditions.

The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

Section 24 - Notice.

Notice under this License shall be given to the County at Brevard County Parks and Recreation: ****Insert Operational Area****, ****Insert Operational Area Address****. Notice shall be given to Caretaker by mailing written notice, postage prepaid to ****Insert Caretaker Name****, ****Insert Caretaker Address****. Unless otherwise specified herein, notice shall be effective upon receipt or five (5) days from mailing, whichever event occurs first.

Section 25 - Obligations of the Caretaker.

General:

- Must meet and adhere to criteria listed on the Park Caretaker Position Description in Exhibit "C".

- Caretaker shall notify the County at least one (1) week in advance of Caretaker's absence from the Park which will interfere with the performance of this License.
- Public inquiries regarding scheduling of the Park shall be referred to the County.

Caretaker shall abide by the following:

- To the extent permitted by law the County prohibits the possession of weapons or firearms, as defined in Section 790.001, Florida Statutes, on County premises or properties.
- The use of sustained flames is prohibited inside the Park.
- The possession and/or use of fireworks is prohibited inside the Park.
- Pets shall be secured on a leash at all times and feces disposed of promptly and properly.
- Pets are prohibited from sites managed by the Environmentally Endangered Lands Program.
- Noise shall be kept within the bounds of moderation at all times.
- Alcoholic beverages shall not be consumed outside of the Residence.

The Residence shall be used solely as a personal residence for the Caretaker and the Caretaker's immediate family. Any other use, occupancy, or variance from this provision shall require the prior written consent of the County.

Maintenance:

- Caretaker shall keep the Residence and grounds clean and in a sanitary condition.
- The County reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions of the Residence.
- Caretaker shall maintain County owned property located at the Residence in its present condition, ordinary wear and tear excepted.
- Caretaker shall not hang, display, or dry laundry on the exterior of the Residence or elsewhere on the Premises.
- Caretaker shall not perform vehicle maintenance requiring disassembly.

- Caretaker shall keep the yard free and clear of any obstructions, rubbish, or litter and maintained in an orderly and aesthetically pleasing manner equal to or higher than the quality of the Park.
- Caretaker's décor of the Residence shall be in harmony with the Park.
- Caretaker storage areas shall be fenced. Any and all fencing shall be approved by the County.

Park Responsibilities:

- Caretaker shall open and close the Park in accordance with Department policy.
- Caretaker shall lock and unlock facilities (i.e. restrooms) within the Park as required.

Section 26 - Obligations of the County.

The County shall be responsible for keeping the parking area, sidewalks, and areas within the Park in a clean, neat, and sanitary manner, and free of debris.

Except as otherwise provided in the License, and except due to damage caused by Caretaker, its invitees, employees, or other persons associated with Caretaker, all roofing, roof drains, sewers, wastewater/sewer lines, structural outside walls, foundations, and structural portions of the Park shall be maintained, replaced, and repaired by the County at its expense.

The County shall be responsible for normal preventative maintenance of the electrical system, plumbing system, and HVAC system - the electrical system from the meter including the power distribution and lighting systems, the plumbing system from the meter to the building and all interior fixtures, and piping. Preventative maintenance encompasses regular examination, inspection, lubrication, testing, and adjustments of equipment to ensure their proper functionality and to reduce their rate of deterioration.

All inspections, maintenance, repair, and monitoring costs associated with the security and fire systems, if applicable, shall be the responsibility of the County. The County, at its expense, shall be responsible for the installation, inspection, and replacement of the fire alarm system.

Section 27 - Partial Destruction of Premises.

Partial destruction of the Residence and/or Park shall not render this License void or terminate it except as herein provided. If the Park is partially destroyed during the term of this License, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety (90) days of the partial destruction. If the repairs cannot be made in ninety (90) days and the County does not elect to make

them within a reasonable time, either party hereto has the option to terminate this License. If the Residence and/or Park is more than one-third destroyed, County or Caretaker may at its option terminate this License, giving ninety-day (90) notice to the other party.

Section 28 – Personal License; No Successors or Assigns.

This License is personal to Licensee and shall not be binding upon or inure to the benefit of Licensee's heirs, successors, or assigns.

Section 29 – Personal Property.

All personal property housed or placed at the County facilities shall be housed or placed at the risk of Caretaker and Caretaker shall maintain the insurance as required under Section 21 hereinabove. The County shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever. The Caretaker agrees and understands that the County does not and shall not carry liability, fire, or theft insurance on the Residence or the contents of the Residence to cover the Caretaker's interest therein.

The Caretaker shall retain title to all personal property purchased by the Caretaker and placed at the Residence, unless otherwise agreed to by the parties. The Caretaker shall obtain approval from the Director prior to placing any personal property or equipment at the Park. Upon termination, any personal property not removed as required may be removed, stored, or disposed of by the County at Caretaker's sole expense, without liability to the County.

Section 30 - Public Entity Crimes.

A person or affiliate who had been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on contracts for real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Section 31 - Reverter and Right of Re-Entry and Repossession.

Notwithstanding any provisions of this License to the contrary, in the event that the Caretaker does not use or ceases to use pursuant to the requirements as set forth herein, the License shall immediately cease, and the Caretaker shall have thirty (30) days from the date of termination within which to remove the Residence and/or any personal property from the Park. Upon termination, the County may immediately re-

enter and take possession without further notice, subject to applicable law. Caretaker shall remain liable for all costs arising from failure to timely surrender possession.

Section 32 - Right to Audit Records.

In performance of this License, the Caretaker shall keep books, records, and an accounting of all activities related to this License in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Caretaker in conjunction with this License and the performance of this License shall be open to inspection during regular business hours by an authorized representative of the County. The Caretaker shall retain all documents, books, and records for a period of five (5) years after termination of this License, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. All records or documents created by or provided to the Caretaker by the County in connection with this License are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Caretaker shall ensure the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the License and following termination of the License if the Caretaker does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this License, the Caretaker may transfer at no cost to the County, all public records in possession of the Caretaker. If the Caretaker transfers all public records to the County upon termination of the License, the Caretaker shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 33 - Severability.

If any provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 34 - Statutes, Laws, Rules, and Regulations.

The Caretaker's use of the Residence shall be in accordance with all applicable laws, rules, regulations, policies and procedures approved by the Department and/or the Brevard County Board of County Commissioners. It shall be the Caretaker's responsibility to be aware of and comply with all laws, statutes, ordinances, fire codes, rules, orders, regulations, and requirements of all local, state, and federal agencies as applicable.

Section 35 - Surrender of Premises.

Caretaker shall surrender the Residence to the County at the end of the License term in generally the same condition as when Caretaker took possession, allowing for County-approved changes and modifications agreed to by the parties over time, reasonable wear and tear, damages by acts of God, including fire and storm. The Caretaker shall have thirty (30) days from the date of termination within which to remove any Personal Property from the Park.

Section 36 – Termination for Convenience.

Either party may terminate this License its their own convenience upon providing thirty (30) days written notice to the other party. Upon expiration or termination of this License, the Caretaker shall have an additional thirty days within which to remove any personal property from the Residence and/or Park. Any personal property not removed within said thirty-day period shall become the property of the County. If Caretaker fails to vacate the residence after termination or expiration of the License, Caretaker shall pay the County holdover damages equal to 150% of the License fee per day plus all costs incurred by the County to regain possession.

Section 37 - Unauthorized Alien Workers.

Brevard County will not intentionally award publicly funded Licenses to any Licensees who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act “INA”). The County shall consider the employment by Caretaker of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this License by the County.

Section 38 - Venue.

Venue for any legal action brought by any party to this License to interpret, construe, or enforce this License shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

(Remainder of Page Intentionally Left Blank)

In Witness Whereof, the parties have hereunto set their hands and seals on the day and year written herein below.

**Board of County Commissioners
of Brevard County, Florida**

By: _____
Ian Golden Date
Parks and Recreation Director

Witnesses:

Caretaker

Print Name _____

By: _____
 ****Insert Caretaker Name**** Date _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Exhibit "A"
Park Map

****Insert Address****

****Insert Map****

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Exhibit "B"



ATTESTATION OF COMPLIANCE With Background Screening Requirements



I, _____, swear and affirm under penalty of perjury as follows:
(Caretaker Name)

1. That I am over eighteen (18) years of age and am authorized to sign for the Caretaker,

(Caretaker Name)
2. That I am in full compliance with the License to Occupy Agreement with the Brevard County Board of County Commissioners;
3. That I am in compliance, and shall maintain compliance, with the following statements:
 - I acknowledge and agree that the Caretaker and all occupants of the residence who are eighteen (18) years of age or older are required to submit to and successfully complete a Level 2 background screening, including fingerprinting, in accordance with Florida Statutes Chapter 435.04, as required by the License to Occupy Agreement with the Brevard County Board of County Commissioners;
 - I further acknowledge that continued occupancy of the residence is contingent upon maintaining compliance with these background screening requirements;
 - The Caretaker shall notify the Parks and Recreation Director in writing within twenty-four (24) hours of any arrest, criminal charge, conviction, or other change in criminal status involving the Caretaker or any occupant of the residence who is eighteen (18) years of age or older and has been subject to background screening and fingerprinting requirements.
 - I/We affirm that all required individuals subject to these requirements have complied with, or will comply with, the Brevard County Board of County Commissioners background screening and fingerprinting requirements.

Date

Caretaker Name

Signature

Print Name/Title

Phone Number

Exhibit "C"
Park Caretaker Position Description

Insert Position Description

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