



Alachua County Employee Housing Agreement

This Housing Agreement (the “Agreement”) by and between Alachua County (the “Employer” or “County”), a Charter County and political subdivision of the State of Florida, and Lexi Green (the “Employee” or “Occupant” and, together with the Employer, the “Parties”) is entered into April _____, 2021.

Whereas, the Employer owns a residential property situated at 210 SE 134 Ave, Micanopy, Florida 32667, which contains a residential unit improved and intended for use as a single-family residence for use by the Cuscowilla Manager (the “Property”); and

Whereas, the Employee is currently employed by the Employer as a Cuscowilla Manager; and

Whereas, a condition of the position of Cuscowilla Manager is to reside at the Property, and the Employee has agreed to reside at the Property while employed with the Employer in this position; and

For and in consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

1. **Owner.** The Employer is the owner of the above described Cuscowilla, a 211-acre property with overnight facilities, mess hall, swimming pool, the Property, and including the grounds and facilities located at and around the Property.
2. **Maintenance.** The Employee will maintain the Property in good repair, sanitary condition, and acceptable appearance. General repairs to the Property are to be done outside of work hours unless authorized by the Employer. The Employee shall make no alterations to the Property without the prior written approval of the Employer, including painting, satellite dishes, wallpaper, installation of any permanent or temporary fixtures, etc. By signing this Agreement, the Employee agrees the Property is in good order, repair, safe, clean and in tenantable condition.

Alachua County Employee Housing Agreement

April 2021

Page 2 of 8

3. **Utilities.** Electricity, water, sewer, trash, and other utilities are furnished as part of this Agreement. The Employee is responsible for acquiring and paying for other utilities which include, phone, cable, and internet.
4. **Insurance and Liability.** The Employee is responsible for obtaining and carrying their own standard renters' insurance to cover the personal property and any damages the Employee is liable for. Any property and vehicles kept on the Property is at the risk of the Employee. The Parties agree that each shall be responsible for their own individual actions. THE COUNTY AND ITS EMPLOYEES, OFFICERS AND ELECTED OFFICIALS SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE EMPLOYEE, THE EMPLOYEE'S FAMILY, GUESTS, INVITEES, AGENTS OR ANY OTHER PERSON ENTERING THE PROPERTY, AND EMPLOYEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMINIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY EMPLOYEE, THE EMPLOYEE'S FAMILY, GUESTS, INVITEES, AGENTS OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FORM OR WITN ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PROPERTY OR OFF, AND EMPLOYEE HOLDS HARMLESS THE COUNTY FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY EMPLOYEE ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PROPERTY. The Employer will not be responsible for any loss or damage to the Employee's personal property, including the Employee's vehicles and vessels and the Employee's guest's vehicles while on the Property. The Employee will indemnity and hold harmless the Employer and its employees, officers, and elected officials for any matter related

Alachua County Employee Housing Agreement

April 2021

Page 3 of 8

- to the Property. During the term of this Agreement, the Employee will maintain in full force and effect liability insurance in the amount of not less than \$1,000,000, and renter's insurance sufficient to cover the Employee's personal property, and will provide a copy of such coverage to the Employer within 30 days of execution of this Agreement. The Employee agrees not to use, keep, or store on the Property any dangerous, explosive, toxic materials which would increase the probability of fire or which would increase the County's cost of insuring the Property.
5. **Guests.** The Employee may have personal guests on the Property, but must not disturb the regular Camp activities. Alcoholic beverages must be consumed within the Property only. The Employee is not authorized to have personal guests on County property beyond the Property, including the pool, climbing tower, canoes/kayaks, and vehicles without prior written approval.
6. **Animals.** The Employee may have the following animals on the Property: two dogs currently owned and approved by the Employer. If authorization is given, all animals must have current rabies vaccinations, tags, and must always be restrained while on County property unless within the privacy fence on the Property.
7. **Tobacco.** Smoking is not permitted anywhere on County Property.
8. **Inspection.** The Employer or an agent of the Employer may perform routine maintenance inspections on the Property. If, upon inspection, deficiencies or other issues are found, these issues will be brought to the Employee's supervisor to be addressed immediately. The Employer may inspect the Property with twenty-four hours prior written notice to the Employee. The Employer shall be responsible for repairs to the interior and exterior of the Property such as repairs to appliances, plumbing, HVAC, electrical, etc.; The Employee shall

Alachua County Employee Housing Agreement

April 2021

Page 4 of 8

- inform the Employer within 24 hours of discovery of any damage, regardless of cause. The Employer may also enter the Property for other lawful purposes, including in case of emergency. The Employee shall be responsible for AC filters, light bulbs, general cleaning, etc.
9. **Parking.** Parking is included for the Employer in the public parking lot.
10. **Single-Family Residence.** The Employee shall use the Property exclusively as a private single-family residence. Neither the Property or any part of it shall be used at any time during the term of this Agreement for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. Tenant represents and warrants that she is not in the Military/U.S. Civil Service.
11. **Additional Residents.** The Employee may allow other individuals to reside on the Property with written acceptance by the Employer. Prior to the residing on Property, the additional residents must agree to a background check.
12. **Amendment.** This Agreement may not be amended, released, discharged, rescinded, or abandoned, except by a written instrument duly executed by both Parties.
13. **Rules/Regulations.** The Employee will comply with all federal, state and local laws, rules, ordinances and regulations. The Employee will also comply with all County policies related to facilities. The Employee is responsible for the conduct of their guests, family members, permittees and invitees.
14. **Representations.** The Employer makes no representations or guarantees to the Employee concerning the security of the Property. The Employee agrees to immediately report all suspected or actual criminal activity to appropriate local law enforcement agencies and the Employer.

Alachua County Employee Housing Agreement

April 2021

Page 5 of 8

15. **Termination.** The following shall constitute grounds upon which the Employer may terminate this Agreement with the Employee:
- a. Destruction of the Property;
 - b. Termination or resignation of employment with the Employer;
 - c. Proof of involvement in illegal activities on the Property; or
 - d. Failure to comply with the terms of this Agreement
16. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided to the Employer pursuant to Section 768.28, Florida Statutes.
17. **Waiver.** The failure of the Employer to insist on a strict performance of any term or condition of this Agreement or to exercise any right conferred in any one or more instances shall not be deemed a waiver of relinquishment of any right or remedy that the Employer may have had.
18. **Rights to Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement any persons other than the parties hereto.
19. **Severability.** If any provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, (a) such provision will be deemed amended to confirm to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (b) the validity, legality, and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (c) the remainder of this Agreement will remain in full force and effect.
20. **Entire Agreement.** This Agreement is intended by the Parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or

Alachua County Employee Housing Agreement

April 2021

Page 6 of 8

agreements to the contrary heretofore made. Any other prior agreement between the Employer and Employee regarding use or occupancy of the Property or the like is null and void.

21. **Vacate Property.** Upon resignation of employment, termination, lay-off, etc. the Employee is expected to vacate the Property within 7 days. The Employee shall not be allowed to hold-over by any means. The Employee shall have the right to remove all personal property of the Employee from the Property at the expense of the Employee. If the Employee fails to vacate within 14 days, the Employer will seek eviction and the Employee shall be liable for rent at the market value of the Property until they vacate the Property. **BY SIGNING THIS AGREEMENT, EMPLOYEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSAL OF EMPLOYEE'S PERSONAL PROPERTY.** Any property abandoned on the Property becomes the Property of the Employer, and if there is any expense to remove abandoned property the Employee will be charged. At the time of departure, the Employee shall remove any and all personal items and shall surrender the Property to Employer in good order and condition, normal wear and tear excepted.
22. **Liens.** Employee shall not have the right or authority to encumber the Property or permit any person to claim or assert any lien for the improvement or repair of the Property made by the Employee. Employee shall notify all parties performing work on the Property at Employee's request that this Agreement does not allow any liens to attach to the County's interest in the Property.
23. **Assignment and Sub-Letting.** Employee shall not assign this Agreement, or any part of it, nor sub-let or grant any license to use the Property or any part thereof. Any assignment, sub-

Alachua County Employee Housing Agreement

April 2021

Page 7 of 8

letting or license shall be absolutely null and void and shall, at the County's sole and exclusive option, terminate this Agreement.

24. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.
25. **Successor or Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.
26. **Attorney's Fees.** In the event the County determines, in its sole discretion, that it is necessary for the County to employ an attorney to enforce any condition or covenants hereof, including but not limited to gaining possession of the Property, Employee agrees to pay all expenses so incurred, including reasonable court costs and attorney's fees.
27. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
28. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
29. **Violation.** Any violation of this Agreement may result in corrective action for the Employee, including possible termination of employment.

Alachua County Employee Housing Agreement
April 2021
Page 8 of 8

30. **Notice.** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by U.S. certified mail, addressed as follows:

Employer

Gina Peebles
Assistant County Manager-Chief of Staff
12 SE 1st Street
Gainesville, Florida 32601
gpeebles@alachuacounty.us

Employee

Lexi Green
Cuscowilla Manager
210 SE 134 Ave
Micanopy, FL 32667
lgreen@alachuacounty.us

In witness whereof, the Parties hereto have executed this Agreement by their duly authorized agents as of the day and year written below:

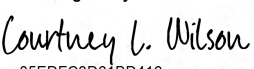
ALACHUA COUNTY, FLORIDA

BY: _____
Ken Cornell, Chair
Alachua County Commission

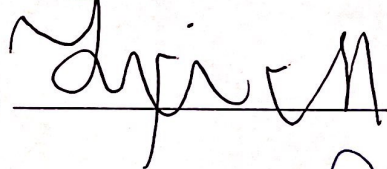
ATTEST:

BY: _____
J. K. "Jess" Irby
Clerk of Court


APPROVED AS TO FORM

DocuSigned by:

05EDEC3D63BD416...
Courtney L. Wilson
County Attorney

EMPLOYEE

BY: 

WITNESS:

BY: 

WITNESS:

BY: 