

**SEMINOLE COUNTY
RESIDENT CARETAKER AGREEMENT
REVOCABLE LICENSE – WB EQUESTRIAN**

THIS RESIDENT CARETAKER AGREEMENT (the “Agreement”) made and entered into this ___ day of _____, 20_____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter “COUNTY”, and **SALLY BARROS**, whose address at the time of signing this Agreement is 1303 Volt Place, Sanford, Florida 32771, hereinafter “CARETAKER”.

W I T N E S S E T H:

WHEREAS, COUNTY owns certain real property known as the WB Equestrian property located in Seminole County, Florida (the “Property”);

WHEREAS, COUNTY desires to permit CARETAKER to occupy a COUNTY-owned residence on the Property in exchange for custodial and property oversight services;

WHEREAS, COUNTY has determined that on-site occupancy will deter vandalism, provide oversight, and serve a public purpose;

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties for the mutual benefit of COUNTY and CARETAKER the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Grant of Revocable License. COUNTY grants CARETAKER a revocable license to occupy the residence located at 1303 Volt Place (the “Residence”) for residential purposes only. This Agreement grants a license only and does not create a leasehold estate,

tenancy, or any real property interest. Caretaker acquires no vested, equitable, or ownership rights in Residence or Property.

Section 3. Consideration.

(a) COUNTY has determined that the fair market rental value of the Residence is equal to or less than the value of the custodial and oversight services to be performed by CARETAKER pursuant to Exhibit A attached hereto and incorporated by reference.

(b) In lieu of monetary rent, CARETAKER's full and faithful performance of the duties set forth in Exhibit A shall constitute full and adequate consideration for the revocable license granted herein. So long as CARETAKER fully performs the required duties under this Agreement, no monetary rent shall be due.

(c) Failure to fully and timely perform the duties required under Exhibit A shall constitute a material default of this Agreement and may result in termination pursuant to Section 11.



Section 4. Term. The term of this Agreement shall be one (1) year commencing April 21 2026, and ending April 21, 2027. This Agreement may be renewed annually upon mutual written agreement of the parties. Renewal, however, shall be at the sole discretion of the COUNTY.

COUNTY shall use reasonable efforts to provide CARETAKER with written notice of its intent to renew or not renew this Agreement at least sixty (60) days prior to the expiration of the term. Failure to provide such notice shall not obligate the COUNTY to renew this Agreement.

Section 5. Custodial Duties and Performance Standard.

(a) CARETAKER shall assist COUNTY with protection and maintenance of the Residence and the Property. Specifically, CARETAKER shall provide regularly scheduled maintenance as set forth in this Section and such additional duties as set forth in Exhibit A attached to this Agreement, to include:

(1) Locking and unlocking gates, buildings and facilities at times prescribed by COUNTY.

(2) Acting as a deterrent to vandalism by visible presence through periodic patrolling of Property perimeters.

(3) Prompt and full reporting of any vandalism, equipment damage, illegal activities or unusual incidents to COUNTY by providing all appropriate information. CARETAKER shall submit to COUNTY a completed Accident/Incident Loss Report, attached and incorporated by reference as Exhibit B to this Agreement. Accident/Incident reports must be submitted to COUNTY by email or hard copy within twenty-four (24) hours of the incident.

(4) Informing users of the Property when and if they are in violation of applicable user policies.

(5) Calling for or summoning ambulance, police, or fire services in the event of emergency situations.



(7) Accomplishing a thorough inspection of the Residence and surrounding Property no less than once per week, every week, to identify and report any discrepancies in the Residence or on the Property or concerns relative to the conditions and use of the Residence and Property.

(8) Notify COUNTY at least forty-eight (48) hours in advance of any planned absence from the Property exceeding twenty-four (24) hours. CARETAKER shall arrange for an area patrol of the Property through the Seminole County Sheriff's Office. (9) Furnishing information or reports regarding the Residence and Property to COUNTY on forms provided by COUNTY as needed or when incidents occur.

(b) CARETAKER shall supervise the Property and must immediately report by telephone any trespassers to the proper law enforcement agency and to COUNTY.

(c) Defined performance of all of duties as outlined in Exhibit A are payments-in-kind for rent, no monetary claims for services furnished by CARETAKER will be honored by COUNTY, unless otherwise expressly agreed to by written amendment to this Agreement. If COUNTY determines, in its reasonable discretion, that CARETAKER has failed to perform required duties in a satisfactory manner, COUNTY shall provide written notice specifying the deficiency. Failure to cure such deficiency within the time specified in the notice shall constitute a material default of this Agreement.

(d) Repeated or substantial failure to perform required duties shall constitute grounds to immediate termination pursuant to Section 11. CARETAKER acknowledges that the custodial duties required under this Agreement are integral to the public purpose served by this Agreement and that failure to perform such duties undermines the basis upon which this license was granted.

Section 6. Utilities.

(a) CARETAKER shall be responsible for payment of all utilities serving the Residence, including electricity and water. CARETAKER shall maintain all utilities in good standing.

(b) COUNTY shall inspect and service the heating and cooling systems at the Residence at least once per every three hundred sixty-five (365) days. CARETAKER shall be responsible for monthly changing of the filters in the heating and cooling system. COUNTY is responsible for replacement of the heating and cooling system if it becomes beyond repairable condition.


(a) COUNTY shall provide for the maintenance and repair of utility lines up to the point of connection to the Residence.

(b) For all other vacant structures on Property, COUNTY shall be responsible which includes 7400 and 7425 WB Equestrian Drive, and also 1711 Lake Markham Road.

(c) COUNTY shall be responsible for and shall maintain utility services for the barn located on the Property, including electrical service, water service, heating and cooling (if applicable), and fire system monitoring. Such services shall be maintained under COUNTY accounts, and CARETAKER shall no responsibility for payment of such services.

Section 7. Use of Residence.

(a) CARETAKER shall not operate or maintain on the Residence any business or commercial venture and shall only use the Residence as a single-family home. CARETAKER shall not sublease, rent, or otherwise allow short-term rental of the Residence. This prohibition includes renting Residence on platforms such as Airbnb, VRBO, and other similar platforms.

(b) CARETAKER shall not keep more than three (3) motor vehicles outside the Residence or elsewhere on the Property  except for vehicles of CARETAKER's guests during normal visitation. Inoperable vehicles or those without a valid, current registration and license plate are prohibited. Failure to remove prohibited vehicles within seven (7) days of written notification from COUNTY shall result in the vehicle being towed from the property at the owner's expense.

(c) A COUNTY-owned off-road utility vehicle such as a golf cart, UTV, or other similar vehicle, may be stored on site and may be used by CARETAKER for the purpose of patrolling, performing security inspections, and performing light maintenance activities. No family or guests of CARETAKER shall ride in, on, or operate said vehicle.

(d) Auxiliary vehicles or vessels such as campers, trailers and boats are prohibited from being stored outside the Residence.

Section 8. Family and Guests.

(a) CARETAKER shall be responsible for their own acts and omissions and for the acts and omissions of CARETAKER family members, and guests. CARETAKER, family members, and guests visiting the Residence with CARETAKER consent shall conduct themselves in a manner that does not disturb surrounding residents, does not disturb or interrupt any COUNTY function or activity relative to the Residence, and does not in any way constitute a breach of the peace.

(b) CARETAKER shall require any adult occupants of the Residence to complete the Caretaker Residence Adult Occupant Form, referred to and incorporated by reference as Exhibit C, for any adult over eighteen (18) years of age residing in the Residence.

Section 9. Residence Maintenance and Inspection.

(a) CARETAKER shall be responsible for maintaining the Residence, curtilage and immediate grounds, together with any improvements thereon, in good repair and in a clean, presentable, orderly, and sanitary condition at all times and shall abide by all applicable laws, codes, ordinances, and rules.

(b) CARETAKER shall keep the exterior of the residence, including the curtilage and yard free and clear of any obstruction, rubbish, or litter and maintain the area in a neat, orderly and attractive manner.

(c) CARETAKER shall allow COUNTY to inspect all parts of the Residence and to enforce or carry out any provision of this Agreement upon twenty-four (24) hours written notice to CARETAKER, or immediately in case of an emergency. COUNTY shall notify CARETAKER as soon as possible of any emergency entry. CARETAKER shall provide COUNTY with keys to all spaces within the Residence and surrounding area on the Property.

(d) A COUNTY agent shall inspect the Residence at least once every six (6) months.

(e) CARETAKER shall make no alteration to the Property, including vegetative materials, without the express written permission of COUNTY. CARETAKER shall provide his own maintenance equipment.

(f) CARETAKER shall pay COUNTY for any damage to the Residence considered above normal wear and tear or which is caused by CARETAKER's own negligence or intentional conduct, as well as that caused by CARETAKER's relatives, guests, or pets.

(g) COUNTY, however, shall be responsible for structural components of the Residence, including roof, foundation, exterior structural walls, major mechanical systems, and fire suppression systems.

Section 10. Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CARETAKER to COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find CARETAKER an employee of COUNTY, and CARETAKER shall be entitled to none of the rights, privileges, or benefits of Seminole County employees, including coverage under COUNTY's workers' compensation insurance program.


Section 11. Termination.

(a) CARETAKER and COUNTY agree that this Agreement is entered into for the express purpose of protecting and stewarding the Residence and Property and that this Agreement may be terminated by either party upon delivering written notice of termination to the other party as described in Section 13 of this Agreement. Except as otherwise provided, termination is not effective until sixty (60) days after the delivery of notice to the other party.

(b) COUNTY, acting through its County Manager or Deputy County Manager, without any action being required by the Board of County Commissioners of Seminole County, Florida,

shall have the power to terminate this Agreement in the event that he or she determines in his or her sole discretion that this Agreement is no longer in the best interest of COUNTY.

(c) COUNTY, acting through its County Manager or Deputy County Manager, may terminate this Agreement for cause immediately and without the requisite sixty (60) days' notice in the event that he or she determines in his or her sole discretion, after reasonable inquiry of the facts, circumstances, and allegations, that CARETAKER has violated any provision of federal, state or local law. In the event that it is later determined that the violation asserted did not occur, this Agreement shall be deemed to have been terminated for convenience by COUNTY and shall not create any cause of action or liability for damages against COUNTY.

(d) COUNTY, acting through its County Manager or Deputy County Manager, may also terminate this Agreement for cause immediately and without the requisite sixty (60) days' notice in the event that he or she determines in his or her sole discretion, after reasonable inquiry of the facts, circumstances, and allegations,  that CARETAKER failed to perform the required caretaking responsibilities as specified in Exhibit A. In the event that it is later determined that the asserted performance failure did not occur, this Agreement shall be deemed to have been terminated for convenience by COUNTY and shall not create any cause of action or liability for damages against COUNTY.

Section 12. Insurance and Indemnification.

(a) CARETAKER shall maintain adequate renter's insurance and personal liability insurance protection against claims of third persons and their property arising through or out of CARETAKER's use and occupancy of the Residence and Property. COUNTY may maintain its own protection against such claims arising out of its ownership of the Residence and Property. CARETAKER shall provide proof of current and valid insurance coverage to COUNTY on or before the first day of January each year.

(b) Each party shall defend and bear the responsibility to defend any claims against own negligence. Nothing in this Agreement shall be construed by any person as a waiver of COUNTY's sovereign immunity conferred by Section 768.28, Florida Statutes (2025), which may be amended from time to time.

(c) Pets. CARETAKER may maintain a maximum of two (2) pets at the Residence and Property only if approved in advance and in writing by COUNTY. CARETAKER agrees to the following requirements in order to keep an animal at the Residence or on the Property.

(1) Prohibited pets include animals that require a license from the Florida Fish and Wildlife Conservation Commission, large livestock, and non-native species to the Property.

(2) CARETAKER shall have full responsibility to maintain licenses, tags, other registration requirements, and renter's insurance covering pets, relating to pets kept at the Residence or on the Property.

(3) CARETAKER shall have and retain any and all risk and liability resulting from maintenance of such animal at the Residence or on the Property.

(4) CARETAKER agrees to hold harmless, indemnify, and defend COUNTY from and against any actions, costs, expenses, liabilities, claims, losses, damages, or injuries arising at any time from the keeping or owning any such animal at the Residence or on the Property. CARETAKER agrees to maintain insurance which will protect COUNTY from all liability stemming from existence of such animal at the Residence or on the Property.

(5) CARETAKER shall comply with all applicable animal control ordinances, codes, or laws and shall keep any such animal under constant supervision, either penned, leashed, or inside the Residence at all times. CARETAKER shall secure all pets inside the Residence when CARETAKER is not present, including times when CARETAKER is elsewhere on the Property.

(6) CARETAKER agrees to ensure that no visitors, guests, or users of the Residence or Property that are exposed to or have access to any such animal, are harmed by any such animal.

Section 13. Notices.

(a) Any notice delivered with respect to this Agreement, including rental payment, must be in writing to the following parties and addresses:

As to CARETAKER:

Sally Barros
1303 Volt Place
Sanford, Florida 32771

As to COUNTY:

Amanda Salazar
100 E. First Street
Sanford, Florida 32771

(b) All notices must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person designated above, or (ii) when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address for the party set forth above, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this Section.

Section 14. Assignments or Subletting. Neither party to this Agreement shall assign this Agreement or any interest arising, without the written consent of the other party. CARETAKER shall not sublease or offer any short-term rental leasing of the Residence in the absence of express, prior written approval of COUNTY.

Section 15. Ethical Conduct.

(a) CARETAKER, in the performance of services and functions pursuant to this Agreement, agrees that he will not cause, or attempt to cause, an officer or an employee of COUNTY to violate provisions of Part III, Chapter 112, Florida Statutes (2025), as this statute may be amended from time to time, relating to ethics in government.

Section 16. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity does not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared severable.

Section 17. Modification or Amendment. This Agreement and the Exhibits attached may only be modified or amended by a mutually agreed upon written instrument, executed by both parties.



Section 18. Surrender of Residence.

(a) Upon expiration of the terms of this Agreement or upon the earlier termination of this Agreement, CARETAKER shall peaceably and quietly surrender and deliver the Residence to COUNTY in good order, condition, and repair, except for reasonable wear and tear.

(b) Upon surrender, or upon the expiration of the term or earlier termination of this Agreement, whichever occurs first, CARETAKER shall not remove any permanent improvements, installations, fixtures, equipment, alterations, and additions, whether originally or subsequently placed in the Residence or on the Property by CARETAKER. Title to these items will and without further act of either party, vest in COUNTY. If requested by COUNTY, CARETAKER at its expense shall remove those items, as requested by COUNTY, from the Residence or Property and promptly repair, at CARETAKER's expense, any resulting damage to the Residence or Property. CARETAKER shall remove such items and make such repairs within

the last thirty (30) days of the term or immediately upon any earlier termination of this Agreement. If CARETAKER does not timely remove the items following COUNTY's request to do so under this subsection 20(b), COUNTY may remove them for the account of CARETAKER, and CARETAKER shall promptly reimburse COUNTY for the cost of the removal as Additional Rent upon demand.

(c) At the option of COUNTY, any fixtures or personal property not removed by CARETAKER under this Section 20 on or before the expiration of the Agreement term or earlier termination of this Agreement will become the property of COUNTY. If COUNTY elects such option, then title to these items will automatically vest in COUNTY without further action of either party.

Section 19. Quiet Enjoyment. COUNTY covenants that so long as CARETAKER performs the obligations under this Agreement, CARETAKER is entitled to peaceful and quiet possession and enjoyment of the Residence for the term of this Agreement, subject to the provisions of this Agreement.



Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement of the parties, both written and oral, and may not amended, altered, or otherwise modified except in writing signed by the parties.

Section 21. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signature of the parties.

[The balance of this page is left intentionally blank. Signatures and attestations begin on the following page.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day, month and year above written.

WITNESSES:

CARETAKER:

Witness Signature

By: _____
SALLY BARROS

Witness Name (print/type)

Address: _____

Date: _____

Witness Signature

Witness Name (print/type)

Address: _____

STATE OF _____

COUNTY OF _____



The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ who is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public Signature

Print Name _____

My Commission Expires: _____

(Signatures and attestations continued on the following page.)

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

GLK 2/27/26 3/30/26
T:\Users\gkahn\Leisure Services\Caretaker Agreements\WB Equestrian\WBCaretakerAgr3-30-26.docx

Attachments:

- Exhibit A – Custodial Duties
- Exhibit B – Accident/Incident Loss Report
- Exhibit C – Residential Occupants Form
- Exhibit D – Non-Coercion for Labor Affidavit

