

Rent Works Property Management

3300 Henderson Blvd, Suite 103 • Tampa, FL 33609
(813) 999-0321

1. Lease Agreement

1.1 LANDLORD, RESIDENT & PROPERTY INFORMATION

Landlord:

<<Owner Name(s)>>

Property Manager :

RentWorks , LLC

Company Address (Address for Notices):

<<Company Address>>

Resident(s):<<Tenant Contact Information>>

Property Address:<<Property Address>>

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1.2 LEASE DATES

Lease Creation Date:<<Lease Creation Date>>

Lease Start Date:<<Lease Start Date>>

Lease End Date:<<Lease End Date>>

Pro-Rated Move-in Date: «ProRated Movein Date»

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1.3 DEPOSITS & ONE TIME CHARGES

Security Deposit (Escrow) <<Security Deposit Charges>>

Rent Income <<Monthly Rent>>

Pet Fee (non refundable) «Pet Fee»

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1.4 DESCRIPTION OF PREMISES

The landlord hereby leases to the Residents and the Residents hereby lease from the Landlord a dwelling, located at<<Property Address>> ("the property"). It is understood that the rental space, hereinafter called "Premises", will consist of exclusive use and occupancy of the house as identified above.

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1.5 TERM OF LEASE

Upon the acceptance and approval of application by the Landlord, all the provisions and terms herein shall constitute a Lease Agreement between the parties hereto, binding upon their respective heirs, guarantors, executors, representatives and assigns, and the Premises shall be used and occupied by the Residents for the period beginning <<Lease From>> after noon, and ending before noon <<Lease End Date>>.

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1.6 RENT PAYMENTS

- 1. Residents agrees to rent the Premises above described on the terms and conditions set forth and to pay the rent in monthly installments of <<Monthly Rent>> per month in advance on the first day of the month, to its authorized Agent in charge of the Premises. Total rent due for the term is \$ <<Annual Rent>> . All rent payments must be made by check or money order and are to be made payable to (Landlord) RentWorks, LLC and mailed, paid online, paid electronically (Landlord Address) 3300 Henderson Blvd Suite 103, Tampa, FL 33609. Residents understand that risks involved with mailing the rental payment lie solely with Residents, and that mailed payments must be delivered to the address listed prior to the rent due date plus applicable grace period, or late fees will be assessed to the Residents' account. Residents agree to pay the rent in full including all fees or fines with one check or money order when due. No partial payment will be accepted. In the event that rent is not received prior to midnight of the fifth (5th) day of the month, Landlord shall have the right to assess a 10% late charge on the sixth day of the month. In the event the rent is not paid by the fifteenth (15th) of the month, an additional 10% may be charged, plus any costs incurred by Landlord because of any legal proceedings began because of such failure to pay rent. Holidays or weekends do not constitute an exception for non-payment of rent; it is still due no later than the fifth of the month. Such late charges are intended to be and shall be additional rent and shall be considered reasonable compensation to reimburse Landlord for costs incurred. Residents acknowledge that any rent received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning charges, returned check charges, etc.) incurred by or on the behalf of Residents prior to applying the same to the current monthly rent. If the payment tendered by Residents fails to cover the total charges outstanding, then Residents shall immediately pay the difference, plus any late charges incurred by virtue of Residents' failure to timely pay all sums due from Residents to Landlord. If rent is paid late more than two times, residents are required to pay all future payments in cashier's check or money order. Any payment made after the tenth (10th) of the month must be paid by cashier's check or money order.

RENT PAYMENT WILL NOT BE ACCEPTED IN PERSON AT ANY TIME. PAYMENTS MUST BE MAILED VIA CERTIFIED FUNDS, PAID ONLINE, OR ELECTRONIC SLIP.

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1.7 RENT AND ADDITIONAL RENT

any and all charges assessed by the landlord or his agent must be paid by the end of the month in which charge is assessed. Any balance due to the landlord or his agent, including but not limited to: Late Fees, Legal Costs, Maintenance Charges, Damage Charges, Tent, Rent Premiums or Utility Charges become rent due and owing the following month and are subject to the late charges set forth in his lease. Payments must be received by the landlord or his agent PRIOR to 5:00 PM on the 5th of each month to be considered on-time, regardless of the date of the postmark, check or money order. All payments received are credited to the oldest open charge first.

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1.8 RETURNED CHECKS

1. In the event that a check is returned by the bank for non-sufficient funds or any other reason, rent will be deemed unpaid. A money order or cashier's check must be received by the Landlord or Agent in the amount of the returned check, plus any late charges and will include a \$40.00 NSF charge. All late fees or charges, or similar charges are intended to be and shall be additional rent. If more than two checks are returned, all future rent must be paid by money order or cashier's check. Landlord or Agent shall not redeposit a check returned NSF.

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1.9 LOST RENT

Rent may be mailed at the Residents' risk. Any rent lost in the mail will be treated unpaid until the Landlord receives it. Landlord is not responsible for any money order(s) or cashier's check(s), which have been mailed.

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1.10 SECURITY DEPOSIT

1. Residents have deposited with Landlord a security deposit in the amount of \$<<Security Deposit Charges>> to secure the performances of the Residents' obligations hereunder including, but not limited to, monetary damages to the Landlord caused the Residents' breach of the Lease prior to the expiration hereof. The security deposit held by Landlord will be forfeited to the Landlord in the event of any default or breach of this Lease by the Residents. If Residents do not fulfill the original terms or renewals of this Lease Agreement, Residents agree to forfeit the security deposit as liquidated damages for our re-rental expenses even if Residents are able to immediately re-rent the premises for the same or more rent, and even if there are no other damages. Additionally, Residents shall pay for any actual physical damage to the premises and for the rent until the premises is re-rented. In the event of forfeiture of the security deposit due to Residents' failure to fulfill and faithfully perform all the terms and conditions of the Lease, Landlord retains all of its rights and remedies. Residents do not have the right to cancel this Lease Agreement and avoid their obligations thereunder by forfeiting the said security deposit. The security deposit stated above shall be held as a security deposit in escrow as a guarantee for payment or loss and for cleaning of the rental unit, if necessary, above normal wear and tear. Any damage to building or furnishings will be considered above normal wear and tear. Residents acknowledge that the rental unit was clean and in good repair to Residents' satisfaction prior to Residents' occupancy. Landlord will hold all deposits advanced by the Residents in a separate non-interest bearing account for the benefit of the Residents at (Bank) Regions Bank, a national bank.

Release of said Security Deposit is subject to the following provisions:

- A. Full term of the lease has expired.**
- B. Formal written notice to vacate has been received by the Landlord or Agent sixty (60) days prior to said vacating.**
- C. The entire apartment including all appliances, fixtures and furnishings are clean to satisfaction of the Landlord.**
 - **No unpaid late charges, other charges or delinquent rent remains outstanding.**
 - **No damage to Premises beyond normal wear and tear is evident.**
 - **The Residents are not in default or breach of this Lease Agreement.**

Once all these conditions have been met to the satisfaction of the Landlord and any costs for labor and materials for cleaning and repairs have been deducted along with outstanding late charges, and any other reasonable charges, the remaining balance of said deposit will be returned by check addressed to the Residents. Upon the termination of this Lease Agreement, or vacation of the unit by the Residents with proper statutory notice of termination, the Landlord shall mail said security deposit within thirty (30) days to Residents, or mail said

party written notice to the Landlord's intention to impose a claim against said security deposit by certified mail to the Residents' last known mailing address within thirty (30) days.

Residents hereby acknowledge that Residents have been made aware of and has received the following described copy of Florida Statutes section 83.49(3). Said Florida Statute reads as follows:

- Upon the vacating of the premises for termination of the lease, the Landlord shall have thirty (30) days to return the security deposit together with interest if otherwise required, or give the Resident written notice by certified mail to the Residents last known address of his intention to impose claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following forms: This is a notice of my intention to impose a claim for damages in the amount of \$<<Security Deposit Charges>> upon your security deposit. It is sent to you as required by 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within thirty (30) days from the time you receive this notice, or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to Rentworks, LLC 3300 Henderson Blvd Suite 103 Tampa, FL 33609. If the Landlord fails to give the required notice within thirty (30) days, he forfeits his right to impose a claim upon the security deposit.
- Unless the Resident objects to the imposition of the Landlord's claim or the amount thereof within fifteen (15) days after the receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his claim and shall remit the balance of the deposit to the Resident within 30 days after the date of the notice of intention to impose a claim for damages.
- If either party institutes an action in a court of competent jurisdiction to adjudicate his right to the security deposit, the prevailing party is entitled to receive his court costs plus a reasonable fee for his attorney. The court shall advance the case on the calendar.

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1.11 EVICTION COST

Tenant shall be charged an administrative fee of \$750.00 per eviction attempt to offset the cost of eviction notices and proceedings. Tenant shall additionally be charged for service of legal notices and all related fees according to actual cost incurred.

1.12 MOVE IN/MOVE OUT PROCEDURES

1. Residents shall have forty-eight (48) hours from the receipt of the key(s) to Residents' home to furnish, in writing, to Landlord, any items which are in disrepair or not to Residents' satisfaction. In the event Residents do not notify Landlord of any issues within forty-eight (48) hours, Residents shall forfeit all right to claim the damages to the unit that were evident prior to Residents' taking possession. Residents shall surrender possession of the Premises in clean and sanitary conditions, and in the same condition in which it was delivered to Residents, normal wear and tear excepted. It is understood and agreed that Residents' failure to follow the prescribed move out procedure and to return all keys, garage openers, or any other items directly related to Premises may result in partial or full forfeiture of security deposit, and/or additional charges being due by Residents.

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1.13 CARDS, KEYS, AND FOBS: UPON EXECUTION OF THE AGREEMENT, RESIDENT SHALL RECEIVE THE FOLLOWING

«Door Keys»	DoorKey(s)	«Garage TransmitterFob»	Garage Transmitter/Fob	«Pool Keys»	Pool Key(s)
«Mailbox Keys»	Mailbox Key(s)	«Other s»	Gate Card/Fob(s)	«Laundry Room Keys»	Laundry Room
Key(s)	«Gym KeyCards»	Gym Key/Card(s)	«Other s»	Other(s)	«Other s»
«Other s»	Other(s)	«Other s»			

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1.14 KEY RETURN

All property keys, fobs, access cards must be returned to the landlord or his agent upon vacating the premises. Rent will continue to be due and payable until keys are returned to the landlord or his agent. A key charge of a minimum of \$100 per lock will be imposed for any missing keys, fobs, or access cards.

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1.15 LOCKOUT POLICY

If you are locked out of your unit and management is not available, *you must contact a locksmith to open your door at your expense.* Any resident who attempts to enter a building through a window will be considered to be breaching security and will be subject to lease termination and eviction.

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1.16 CLEANING FEE

1. Tenant hereby agrees to accept the premises in its present state of cleanliness. They agree to return the property in the same condition or better or pay a minimum \$250.00 cleaning fee to cover Landlord costs for having the property professionally cleaned. If the Landlord notifies Tenant to clean up the property at any time, and the Tenant neglects to do so, the Landlord will charge the Tenant a minimum \$250.00 cleaning fee. Tenant agrees to have carpet professionally cleaned at Tenant(s) expense once every 12 months as well as at time of move out. Receipt to be provided by professional cleaning company at the time of move out.

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1.17 SALE OF PROPERTY

Landlord retains the right to sell the property or leased premises at any time. In the event of any such sale, the new owner of the property or leased premises shall become the landlord under this agreement

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1.18 SEVERABILITY

All resident(s) who are named on and signed this lease agreement are both jointly and severally liable under the terms of this lease

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1.19 RESPONSIBILITY AND LIABILITY OF PARTIES

Both landlord and resident(s) understand and agree that "Rentworks, LLC" has worked with both parties in good faith to complete this transaction. Neither resident, nor landlord shall hold "RentWorks, LLC" or any of it's associates liable for either parties acts or failure to act from this point forth.

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1.20 SUBLEASE/SUBLET/ASSIGNMENT

1. Residents shall not allow anyone to share the Premises or common areas, nor shall residents assign, sublet or transfer Residents' interest in the Premises, or any part thereof, without the prior written consent of the Landlord, which may be given or withheld in Landlord's sole discretion. Residents agree to pay a non-refundable sublet fee of \$300.00 when sublet/subleased with permission.

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1.21 GUESTS

1. Tenant agrees to pay the sum of \$50.00 per day for each guest remaining on the Premises more than 14 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than 14 days throughout the term of the lease, without being approved and being added to the lease as a legal tenant.

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1.22 INTENT TO QUIT AND VACATE PREMISES

1. Unless approved by the Landlord or Agent in writing, in advance, Residents are not to vacate the Premises during the term of the Lease or any continuance thereof. In addition, Resident may not remove any of the Resident's goods from the Premises unless Resident shall first have paid the Landlord or Agent in full rent due for the balance of the Term together with other charges. Landlord MAY grant early termination of the lease provided the following conditions are met: (1) Residents must provide Landlord with 60 days' notice they will be vacating the premises early; and (2) Residents must pay rent for the 60 days during the notice period, and in addition, resident must pay an amount equivalent to one month rent at the end of the 60 notice period; and (3) Residents will forfeit any security deposit funds being held by Landlord.

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1.23 BREACH, ABANDONMENT, FORFEITURE AND TERMINATION:

1. Upon Residents' failure to make any payment of rent when due, or upon Residents' breach of any other terms, covenants, agreements or conditions herein contained. If Residents abandon or vacate the Premises prior to the expiration of the Term, then, at its sole option Landlord or Agent may peacefully re-enter and repossess the Premises and remove and put out Residents and Residents' personal property in the manner allowed by Florida Law. For purposes of this Lease Agreement, Abandonment shall be defined in §83.59(3) ©, Florida Statutes (1996) as amended from time to time. In the event of such re-entry and repossession by the Landlord or Agent, Residents shall be liable for all costs, fees and damages incurred by Landlord or Agent and such re-entry shall not be deemed an acceptance by the Landlord or Agent or a surrender of any rights by Landlord or otherwise constitute a release of Residents from the terms of this Lease Agreement. It is intended that Landlord's rights and remedies for Residents' breach of this Lease Agreement shall be as broad as permitted under the Florida Law and shall include, without limitations, (a) the right to cancel this Lease Agreement, reserving the right to collect the unpaid rents, charges, and assessments for damages to the Premises; or (b) the right to accelerate the entire unpaid balance of the rent for the Term then remaining, or, the right to standby and collect rental payments as they become due; or (c) the right to sublease and rent the Premises for the account of the Residents, in which event the proceeds from sub-letting shall be applied to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damages to the Premises, and third, to the Residents' rental obligation hereunder, with the Residents remaining fully responsible for any deficiency in the rental payment for the remainder of the Term. The exercise of any one remedy shall be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, or of the Landlord's right to avail itself of any remedy allowed by Florida Law. In the event of a default hereunder, in addition to any other remedies, the Landlord is entitled to employ an attorney to enforce Landlord's rights hereunder,

and all reasonable fees and costs connected therewith shall be paid by Residents. Any rents or damages, which remain unpaid after default, shall bear interest at the rate of 1 ½% per month, but in no event greater than the highest rate allowable under state law. In any civil action brought to enforce the provisions of this Lease Agreement the prevailing party may recover its reasonable court costs, including attorney's fees.

By signing this rental agreement, the tenants agree that upon surrender or abandonment, as defined by the Florida Statutes, the landlord shall not be liable or responsible for storage or disposition of the tenants' personal property.

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1.24 ENFORCEMENT OF COVENANTS

A failure of the Landlord to insist upon a strict performance of any of the agreements, rules, regulations or terms of this Lease Agreement shall not be constructed as a waiver for any other future performances of any agreement, rules, regulations or terms under this Lease Agreement, but the same shall continue in full force and effect, including payment of rent.

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1.25 REMEDIES FOR RESIDENTS HOLDING OVER

If the Residents hold over and continues in possession of the dwelling unit or any part thereof after the expiration of the Lease Agreement without the Landlords written consent, the Landlord may recover possession of the Premises in accordance with Florida Law. The Landlord may also recover the amount of rent on the Premises under this Lease Agreement or any part thereof, for the period during which the Residents refuse to surrender possession of the Premises.

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1.26 UTILITIES

Residents agree that all the utilities are the responsibility of the Residents and must be paid on time and remain on for the duration of the executed Lease. In the event that any of the necessary utilities (water, sewer, electricity, gas) are shut off due to non-payment or any other reason as a direct result of Residents' actions, the Landlord may declare this Lease in default. Notwithstanding anything to the contrary contained herein, neither Landlord nor Agent shall be liable to Residents for loss or damage resulting from the interruption of said utilities. All utilities and services (including but not limited to, lawn care, pool, and pest control) will be provided by Resident(s).

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1.27 INTERRUPTION OF SERVICES

Neither Landlord or Agent shall be liable for loss or damage resulting from the interruption of heat, electricity, water, sewer, cable television, or any other utility service. Landlord or Agent shall not be liable for the malfunction of machinery or appliances serving the Premises or any part of the Property in which the Premises are located.

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1.28 LIABILITY OF LANDLORD FOR INJURY OR DAMAGE

Neither Landlord or Agent shall be liable for injury or damage to person or property caused by any defect in the heating, gas, electrical, water or sewer systems serving the Premises. In no event shall Landlord or Agent be liable for damage or injury to person caused by acts of God, including but not limited to wind, rain or fire and Residents hereby expressly waive all claims for such injury, loss or damage. Neither Landlord nor Agent shall be liable for any personal conflict or personal injury to Residents or damage or loss to Residents' property, including but not limited to any injury, loss or damage caused by burglary, assault, vandalism, theft or any other crimes. All personal property placed or kept in the Premises, in any storage room, or space or anywhere on the adjacent property of Landlord or Agent shall be at Residents' sole risk and Landlord or Agent shall not be liable for any damages to, or loss of, such property. Residents are REQUIRED to secure renters insurance and list Rentworks LLC as well as the property owner as also insured on the policy, any Resident with approved pets on the property must also have additional insurance to cover these pets included in the insurance policy. In the event the tenant does not provide a copy of the policy within 14 days of move in a policy will be placed at the tenant's expense and added as additional rent due monthly. This cost will not exceed \$15 per month in the event it is added on the Resident's behalf.

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1.29 SMOKE DETECTORS

1. Landlord hereby affirms and resident(s) confirm, that upon move-in all required smoke detectors , carbon monoxide detectors and fire extinguishers have been installed, tested, and are in proper operating condition.
2. Residents acknowledge that is their responsibility to notify management, in writing, of any defects or malfunctions of the smoke detectors, carbon monoxide detectors and fire extinguishers.
3. Resident(s) acknowledge that it is their responsibility to test each smoke detector and carbon monoxide detector monthly and replace any needed battery at the cost to the Resident(s).

Resident is aware that it is unlawful and a violation of the lease for the resident, household members or visitors to destroy, remove, tamper with or otherwise disable any smoke detector, carbon monoxide detector or fire extinguisher on the premises.

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1.30 APPLIANCES

All personal property belonging to the landlord or his agents, including, but not limited to refrigerator, stove, dishwasher, microwave, washer, dryer, air conditioner, sprinklers, water softener are not required by law and are offered as a courtesy to the residents and are not warranted or guaranteed in any way by the landlord or his agents. in the event such personal property of the landlord or his agents needs repair or replacement, resident understands that it is their responsibility to repair or replace the unit. Residents must obtain prior written consent of the landlord or his agents before removing any appliances from the premises.

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1.31 MAINTENANCE OF PREMISES:

In case of Loss of Life or property - CALL 911 FIRST then call management.

Please contact our Maintenance Care Center (MCC) during regular business hours , Monday-Friday 9am-5pm EST and after hours to report a true emergency. MCC phone # is (813) 693-2479 then follow the prompts for maintenance and repairs. MCC is available 24 hours/365 days.

All work orders are subject to the approval of the landlord or agent. All approved non emergency work orders will be repaired within a reasonable time. All non emergency work orders called in after hours are subject to a \$300 non emergency fee plus any additional cost of repair.

You acknowledge that you have inspected the dwelling and are fully satisfied and accept it in its "as is" condition. You must immediately notify our agent in writing of any needed maintenance or repair. You must inspect your smoke detector(s) at least once a month to determine if it is working properly and notify us of any deficiencies. You must change the air conditioning and heating filter monthly, or more often if needed. Residents shall keep the Premises safe and clean, free of rubbish, debris and in such condition as may be required by the regulations of any governmental authority. Any repair bills or maintenance expenses caused by Resident abuse, misuse, carelessness, or lack of knowledge or diligence in using any mechanical, electrical, plumbing or any part of the Premises shall be charged to the Residents. Including reasonable charge for management overhead, which charges shall constitute additional rent and shall include unnecessary calls such to turn on a circuit breaker or unclog a drain (unless cause was beyond the Residents' responsibility). As such, Tenant agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food or any other matter in any sink drain or toilets. Tenant agrees to pay the ENTIRE AMOUNT on bills for all sewer cleaning services resulting from clogged pipes/sewer back-up. Resident shall be responsible for all lawn care, pool maintenance and any other applicable household service unless otherwise stated in this lease agreement. Any appliances such as, but not limited to, air conditioner, refrigerator, dishwasher, washer, dryer, garbage disposal, water softener, microwave, that may be present on the premises at the time of lease execution are there as a courtesy only. Any and all repairs of the previously listed items are the full responsibility of the resident(s)

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1.32 EMERGENCY MAINTENANCE

24 Hour Service for emergencies is available by contacting our Tenant Emergency Maintenance Department(MCC) by phone then follow the automated prompts. Emergency requests are NOT to be emailed, texted, or faxed. Be sure to provide your Name, Address, Unit #, Telephone # and nature of the Emergency when calling MCC. Only problems with Uncontrolled Water Leaks, Water Overflow, Lack of Heat, Smell of Gas, No Electric Power, Toilet Stoppages if there is only , and possible Fire Hazards are considered to constitute an emergency. If maintenance responds to your call and a true emergency does NOT exist, residents will be held responsible for payment of the service call and for landlords time.

Note: Lack of Air Conditioning is NOT an emergency.

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1.33 BEDBUGS

Resident(s) acknowledge that the Owner has inspected the Unit and is aware of no bedbug infestation. Resident(s) claim that all furnishings and personal property that will be moved into the premises are free of bedbugs. Resident acknowledge that they will take necessary precautions to prevent and control possible infestation. Resident(s) agrees to indemnify and hold the Owner/Manager harmless from any actions, claims, loses, damages, and expenses including, but not limited to, extermination fees, attorney's fees that Owner/Manager may incur as a result of negligence of the Resident(s) or any guests occupying or using the premises. Is is acknowledge that the Owner/Manager shall not be liable for any costs associated with extermination or loss of personal property of the Resident(s) as a result of an infestation of bedbugs.

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1.34 LIQUID FILLED FURNITURE

Waterbeds are prohibited. Water tanks over 10(ten) gallons are prohibited. Pools are prohibited.

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1.35 REPAIR POLICY

The Tenant shall use customary diligence in the care of the Premises. You must immediately notify our agent in writing of any needed maintenance or repair. All repairs under \$150.00 are to be the sole responsibility of the Tenant. Any repair requested by Tenant in compliance of the lease will be charged a service fee of \$150.00 that will be applied towards said repair, regardless of final repair cost. Fee is to compensate time and effort of Landlord taking responsibility of repair. Tenant takes full repair responsibility of all premises home systems under \$150.00 unless otherwise stated in this lease agreement. Tenant shall pay the repair cost within ten (10) days of demand for such payment by the Landlord, these funds are considered to be additional rent due. Tenant's refusal to do so shall constitute a material breach of this Lease.

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1.36 PEST CONTROL:

Landlord is responsible to eliminate any infestation of insects, vermin or other pests which may exist when tenant first takes possession of the premises or which are required by law. Resident(s) must report any pre-existing infestations to landlord or his agent, in writing, within the first five (5) days of taking possession.

Resident(s) are responsible for providing all other exterminating services required to eliminate any infestations of insects, vermin or other pests which occur in the leased premises during this lease.

If landlord is required to exterminate any infestation that is not pre-existing or is caused by residents) poor housekeeping, poor hygiene, failure to remove refuse, food sources or nesting materials from the property, then residents(s) will be charged for the cost of extermination, as additional rent.

Resident(s) agree to fully comply with all extermination protocol and instructions established by the landlord or his agent. Failure to comply will be considered a break of this lease and the landlord may use any remedies against resident(s), as allowed by the terms of this lease or by law, including holding resident(s) responsible for the cost of any additional or repeated exterminating service needed because of tenants failure to comply.

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1.37 INSPECTION OF PREMISES

Residents shall permit the Landlord or its Agent or representative to enter the Premises at any reasonable time for purpose of making inspections or to make such repairs, additions, or alterations

thereto as may be deemed necessary. Residents shall permit Landlord or its Agent or representative at any time during an emergency to examine and protect the same. A maintenance or management request by the Co-Resident of the Premises occupied by Residents shall constitute permission for the Landlord to enter the apartment unit. If upon inspection, Landlord determines that Residents are keeping the Premises in an unreasonably dirty or unsafe condition, Landlord shall have the right to cause such conditions to be corrected at Landlord's sole option. Residents thereof shall reimburse all costs to Landlord, immediately upon written request. Residents shall also permit the Landlord or its Agent or representative to enter Premises for the purpose of displaying the same to prospective residents. Residents shall not place locks on the doors, nor shall Residents re-key any lock or change locks. In the event that any lock requires re-keying or changed a minimum charge of \$150.00 per lock change shall be assessed to the responsible Residents, which will be construed as additional rent.

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1.38 HOA

Should the Premises described herein be a part of a common interest community, homeowners association planned unit development, condominium development ("the Association") or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such community and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by TENANT, TENANT's family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as additional rent and shall be due along with the next monthly payment of rent. By initialing this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORDS expense, shall provided TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any).

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1.39 RESIDENTS' OBLIGATIONS AND RESPONSIBILITIES

Residents agree to keep and maintain the Premises in good, clean and sanitary condition, excepting reasonable wear and tear, and to make no alterations or additions thereto without the prior written permission of Landlord or Agent. The Residents will keep the sinks, lavatories and commodes open and will immediately report any malfunctions to the Landlord or Agent. Residents shall promptly report to Landlord or Agent any repair that needs to be made to Premises. The Residents shall report any leaks or standing water found anywhere in the Premises, especially the kitchen, bathrooms, and utility room to the Landlord or Agent at first notice of the occurrence. Additionally, Residents shall abide by all the rules and regulations set forth herein and attached hereto. There is NO SMOKING of any kind will be permitted on the premises at any time. No exceptions will be made.

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1.40 COMPLIANCE WITH LAWS REGULATIONS

Residents shall use and occupy the Premises as a private dwelling and for no other purpose. Residents agree to abide by all governmental laws, orders and regulations and to avoid disruptive behavior or conduct. Residents shall conduct self and require others to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute breach of the peace. Residents will not permit the Premises to be used for any unlawful or immoral purposes whatsoever, nor for any person that will injure the reputation of said Premises or the neighborhood. Residents understand that in the event they are renting a Premises located within a condominium community or within a neighborhood with a ruling association, that Residents are required to abide by all regulations set forth by said associations.

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1.41 PERSONAL CONDUCT

Residents, the children and their guests, regardless of age, are not permitted to act or allow another to act in any matter that interferes with the rights, comforts, convenience or quiet enjoyment of any other resident or neighbor. This includes but is not limited to: Playing of stereos, television, video games, radios, shouting, honking horns, or using foul or offensive language that can be heard outside the persons unit or vehicle. All disturbance calls should be directed to the local Police Department. Complaints about resident lease violations should be submitted to management, in writing.

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1.42 DAMAGE TO PREMISES

If the Premises are partially destroyed by fire or other casualty not attributed to the negligence or carelessness of Residents or Residents' guests or invitees, the Premises shall be promptly restored and repaired by the Landlord or Agent. Any rent for the period that the Premises are unlivable shall abate, unless Landlord or Agent provides Residents with suitable alternative living space in which event rent shall not abate. If, however, the Premises are substantially destroyed, then this Lease Agreement may be terminated by either Landlord or Agent or Residents, in which event the rent due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that Residents shall be charged for the cost of any repairs or cleanup attributable to Residents' actions. In the event of fire or other casualty, the Residents shall immediately notify the Landlord or its Agent. Residents agrees that it is Residents' sole responsibility to maintain Residents' own insurance on personal property, furniture, clothing and valuables kept by Residents in or about the Premises. Landlord shall not have any liability with respect to the same whether such items are lost or damaged by acts beyond control of Landlord or Agent, including but not limited to theft, fire, or other casualty. Landlord shall be under no obligations whatsoever to pursue any insurance funds, from whatsoever source, that may be available to Landlord or Agent as compensation for damages suffered by Landlord or Agent as a result of Residents' actions.

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1.43 NO VERBAL AGREEMENT

Residents hereby agree that there are no agreement or verbal understanding of any kind or nature whatsoever with the Landlord or Agent or any representatives, and that this Lease Agreement, including any attachments incorporated by reference herein, constitutes the entire and sole agreement between Landlord or Agent and Residents respecting the leased Premises, the leasing of the leased Premises to Residents, and the lease term created under this Lease Agreement, and correctly sets for the obligations of Landlord or Agent and Residents to each other as of the date of execution of the Lease Agreement are null and void.

X _____
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1.44 ALTERATIONS OF PREMISES

The Residents agree that no alterations, additional locks or bolts to the doors or windows are to be made or added or stains or wallpaper, nails, screws, tape or glue, woodwork, walls, floors or furnishing are to be applied. Any damages caused as a result of Residents' violation of these terms shall be charged against the Residents, including a reasonable management overhead charge which shall be construed as additional rent.

X _____
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1.45 SATELLITE DISHES

Resident(s) understand that any installation of a satellite dish requires Landlord approval prior to installation and that installation must be done by a professional, subject to FCC regulations.

X _____
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1.46 PERSONAL PROPERTY:

Residents understand that Landlord or Agent does not insure personal property belonging to Residents against any hazard nor does Landlord or Agent provide liability insurance or any other coverage for the benefit of Residents, and Residents are **REQUIRED** to obtain such insurance coverage and name Landlord and Agent as also insured.

X _____
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1.47 PETS:

Unless agreed to in writing, pets are not allowed on the Premises at any time. If Residents would like to keep a pet on the Premises, they must request from Landlord, in advance, written permission as well as undergo a pet application/verification process. Approval or denial of such request shall be at the sole discretion of Landlord or Agent, however must also be contingent on any breed or weight restrictions of any community association or local regulations.

If landlord grants Residents' request to maintain a pet on the Premises, a non-refundable pet fee of \$250.00 per pet shall be immediately due. If Residents' are found to be keeping a pet on the Premises without permission from Landlord or Agent, Residents' agree that it will be considered a violation of the Lease agreement, and a fine of \$500.00 per unauthorized pet will be imposed and immediately due.

X _____
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1.48 MODIFICATION OF LEASE

No modification of this Lease Agreement shall be effective unless both parties hereto shall agree in writing to such modifications.

X _____
Initial Here

1.49 RADON GAS DISCLOSURE

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 public health unit.

X _____
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1.50 SUBORDINATION

This Lease Agreement is subject to and subordinate to the lien of a mortgage or deed of trust or encumbrance now at any time hereunder placed on the Property or general premises. The Residents further irrevocably appoints the Landlord as Residents' attorney in fact to execute any such instrument of Residents and the Residents' behalf.

X _____
Initial Here

1.51 VENUE AND GOVERNING LAW:

As a material inducement for Landlord to enter into this Lease Agreement, and for other good and valuable consideration. Resident(s) agree that any proceedings to enforce this Agreement or related rights shall be brought in Florida for the purposes of venue and Resident(s) and consent to personal jurisdiction in Florida. Resident(s) and further agree that in the event of any litigation arising out of this Lease Agreement, whether direct or indirect that the application law governing this Lease Agreement shall be the law of the State of Florida.

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1.52 SERVICE MEMBER

If Tenant is a member of the United States Armed Forces, tenant has a right to terminate the Lease as provided in Section 83.682, Florida Statutes or the Service Members Release Act.

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1.53 SEVERABILITY

In the event that any part of this Lease Agreement be construed as unenforceable, the remaining part of this Lease Agreement shall be in full force and effect as though as unenforceable part or parts were not written into this Lease Agreement.

X _____
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1.54 MOLD AND MILDEW:

Residents acknowledge that the apartment unit is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the apartment to retard or prevent the growth of mold and mildew. Residents agrees to be responsible for properly ventilating and dehumidify the property and the contents to retard and prevent mold and mildew and that the landlord shall not be responsible for damage to the property or the personal property contained therein for damages caused by mold and mildew.

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1.55 WAIVER OF JURY TRIAL

The residents hereby waive residences right to demand a jury trial in any cause of action arising between landlord and residents concerning this contract.

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1.56 NO SECURITY SERVICE:

The landlord shall not provide nor does the landlord have any duty to provide for residents, security services for the protection of the residents or the residents' property. The residents hereby acknowledge that he/she understands the foregoing, and the Residents shall look solely to the law enforcement agencies of the county or municipality in which the house is located for his/her protection. It is agreed and understood that the landlord shall not be liable to residents for any damages, injuries or wrong sustained by others, or property of the same from criminal or wrongful act by same.

X _____
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1.57 DEFAULT

If Tenant fails to comply with any of the material provisions of this Lease, other than the covenant to pay rent and other fees or charges specified in this Lease, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on the Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Lease. If Tenant fails to pay rent when due and the default continues for three (3) days after the deliver of a 3-Day Notice to Landlord regarding such default, Landlord may, at Landlord's option, may exercise any and all rights and remedies available to Landlord at law or in equity, including the termination of this Lease, without further notice to Tenant. Notwithstanding the foregoing, if Tenant or Tenant's family, occupants, guests, ore invitees engage in any criminal activity on the Premises or other conduct that unreasonable disturbs other residents or results in damage to the Premises or the community in which the Premises is located, such action will be a default under this Lease and Landlord may terminate this Lease immediately. In such event, Landlord shall have all other rights and remedies provided by law and such remedies will be cumulative.

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1.58 LEGAL NOTICES

In the event Landlord must file, serve, email, port or mail any notice to Tenant there shall be a Notice fee of \$40 for each Notice and shall be added as additional rent due. These notices include but are not limited to: Failure to Pay Rent Notice, Notice To Cure Lease Violation, Notice To Vacate, Disturbance Notice, Cease and Desist, Any form of 3 Day or 7 Day Notice or Filing.

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1.59 ELECTRONIC COPY

All parties hereby agree that an electronic copy or photo copy of this document shall carry the same weight and precedence as the original signed document

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1.60 PARKING:

We may restrict the number and type of vehicles that may be parked on the property. All vehicles must be in good operating condition; be in compliance with all requirements to operate on public streets including insurance; and not be unsightly (within our sole discretion). Vehicles may not be parked on grass or other places not intended for vehicle parking. Vehicles in violation of the foregoing may be removed without notice at the owner's or your expense. We are not liable for any claim arising as a result of removal. It is your responsibility to advise your invitees of these requirements and to determine that they have complied. You agree to indemnify and hold us harmless for any claims by your invitees for the removal of their property for violation of these requirements and to pay immediately as additional rent any amount due pursuant to such claim.

X _____
Initial Here

1.61 VIOLATIONS

Any violation of the rules and regulations is a lease violation, for which your tenancy may be terminated

X _____
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1.62 CRIME

Neither tenant nor any of Tenant's family, occupants, guests or invitees or any other person affiliated with Tenant shall: (a) engage in criminal activity of any kind, including but not limited to drug-related activity ("drug related activity" shall mean the illegal manufacture, sale, distribution, use, or possession- whether with or without intent to distribute, manufacture, sell, or use - an illegal or controlled substance as defined in Section 102 of the Federal Controlled Substance Act); (b) engage in any act intended to facilitate criminal activity, included but no limited to domestic violence; (c) permit the Premises or the community in which the Premises is located to be used for or to facilitate criminal activity of any kind or nature; and/or (d) commit or permit the commission of any act that may jeopardize the health, safety, and

welfare of persons residing in or near the Premises or any act that involves threatened or actual damage to other's property. Resident(s), any member of residents household and their guests or other person under residents control shall not engage in acts of violence or threats of violence but not limited to, discharge of firearms or explosives of any kind on or near the property.

ANY VIOLATION OF THE FOREGOING PROVISIONS SHALL BE DEEMED A MATERIAL VIOLATION OF THIS LEASE AND GOOD CAUSE OF IMMEDIATE TERMINATION OF TENANCY.

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1.63 APPLICATION

1. : If any information given by you in your application is false or not complete, we may, at our option, terminate this lease. You must notify us promptly in writing of any changes in the information provided to us in your application.

X _____
Initial Here

1.64 OUTSTANDING BALANCES

Any and all accounts with outstanding balances shall be sent to collections. All balances to include a 50% service fee and a 20% interest rate.

1.65 CERTIFICATION

By signing below, I hereby certify that I have read and understand this document and all addendums, riders, and amendments attached hereto. In addition, I am affirming that I am of legal age and ability to execute this document on my behalf, and agree to be bound to the terms and conditions set forth.

X _____
Initial Here

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Required Insurance

2.1 REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$9.50) per month. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of \$3 Dollars \$12.50 to be retained by the Lessor for processing and handling will be charged.
7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Sign and Accept

3.1 RESIDENT(S) ACKNOWLEDGE RECEIPT OF A SIGNED, APPROVED COPY OF THIS LEASE AGREEMENT. IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR SIGNATURES.

X _____
Initial Here

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed