

RESIDENTIAL LEASE AGREEMENT

THIS LEASE dated as of _____, by **[Owner's Name/LLC]**, "Owner" and **[Tenant's name]**, "Tenant" and Dean & DeWitt Property Management "DDPM", as Property Manager and Agent for Owner. Landlord as herein used shall include the Owner(s) of the premises, its heirs, assigns or representatives and/or any Agent(s) designated by the Owner(s).

FOR AND IN CONSIDERATION of the mutual covenants herein contained, Landlord leases to Tenant (the "Premises") described below.

1. TERM. The term of your lease is **12 months** beginning on _____ and ending on _____.
2. PREMISES. The Premises is that certain residence located at **[Address]** including all fixtures and any furniture located therein at the time of occupancy.
3. RENT. The rent shall be \$_____ per month which shall be due on or before the first day of each month. Rent must be received by Landlord or its designated agent on or before the due date. A late fee of **\$50.00** shall be due as additional rent if Tenant fails to make rent payments by 5pm on or before the 3rd day of each month. If a 3-day notice must be posted, an additional **\$35** posting fee will be due as an additional rent. In the event the rent is received after the 10th of the month, an additional late charge of **10%** shall be due as additional rent. If Tenant's payment is dishonored, Tenant agrees that all future payments must be made by money order or cashier's check; dishonored payments will require Tenant to immediately pay to Landlord the bank fees incurred by the Landlord or Landlord's Agent plus a service charge of \$25 if the face value does not exceed \$50; \$30 if the face value exceeds \$50 but does not exceed \$300; \$40 if the face value exceeds \$300; or 5% of the face value of the payment instrument, whichever is greater, all of which shall be treated as additional rent.

a. "Rent" also means rental installments, fees, utility payments, any payments advanced by Landlord, and any other monies to be paid by the Tenant under this Lease.

b. Checks are to be made payable to _____.

4. SECURITY DEPOSIT. Upon execution of this Lease Tenant shall deposit with the Landlord the sum of \$_____ as security for Tenant's obligations under this Lease **prior to move-in**. Such deposit (and any advance rent, if applicable) shall be held in a separate non-interest bearing account with Seacoast Bank, 1200 4th St N, St. Petersburg, FL 33701. Section 83.49(3), Florida Statutes, provides:

(a) Upon the vacating of the premises for termination of the lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the Landlord shall have 30 days to give the Tenant written notice by certified mail to the Tenant's last known mailing address or by e-mail in accordance with s. 83.505 of his or her intention to impose a claim on the deposit, and the reason for imposing the claim. The notice must contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of ----- upon your security deposit, due to -----. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days after 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 2852 20th Ave N, St Petersburg, FL 33713. If the

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Landlord fails to give the required notice within the 30-day period, the Landlord's right to impose a claim upon the security deposit is forfeited and may not seek a set off against the deposit but may file an action for damages after returning the security deposit to the tenant.

(b) Unless the Tenant objects to the imposition of the Landlord's claim or the amount thereof within 15 days after 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 Tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) 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 cause on the calendar.

(d) Compliance with this subsection by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salespersons shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other Landlord-Tenant relationship. Enforcement personnel shall look solely to this subsection to determine compliance. This subsection prevails over any conflicting provisions in chapter 475, and in other sections of the Florida Statutes.

a. The security deposit (and any advance rent, if applicable) shall be held in a separate non-interest bearing account with a local Florida bank. Upon default of Tenant, the security deposit shall become the property of Landlord, not as a penalty, but as agreed-upon liquidated damages which damages include but are not limited to costs to clean, advertise, repair and relet the Premises.

b. The Security Deposit is **not** Rent.

c. Claims on Deposits are governed by Section 83.49(3), Florida Statutes, as stated above.

d. Security Deposit claims are in addition to other available legal and equitable remedies.

5. OCCUPANCY AND USE OF PREMISES AND NUMBER OF RESIDENTS. The Premises shall be used and occupied by Tenant exclusively as a private single-family residence, and no part thereof shall be used at any time for any commercial purpose. Tenant shall comply with all applicable ordinances, statutes, restrictions, covenants and any other laws.

a. OCCUPANTS. Please list below and include minor children who will reside in the residence. Only the individuals listed below will occupy the Premises:

Name	Relationship	DOB
Main Tenant(s): _____		_____
Minor Occupant, if any: _____		_____

- b. **NON-INTERFERENCE.** Tenant shall not permit the Premises to be used for any purpose that will injure or damage the Premises. Tenant will not use the Premises in any way that will affect the terms and conditions of a standard fire insurance policy or increase the fire insurance rates. Tenant shall not impair the quiet enjoyment of the other Tenants of the community. During the last 30 days of the term Tenant shall allow a “for rent” sign or “for sale” sign to be posted on the Premises by the Landlord upon reasonable notice. In addition, Tenant shall allow the Landlord to show the property upon reasonable notice. Denial of access shall result in a \$50.00 fee per incident.
- c. **SMOKING.** No smoking is allowed inside or outside the Premises. Violation of this provision is a material default.
- a. **ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless the Landlord authorized so in writing. Tenant must remove an illegal or unauthorized animal within 24 hours of notice from the Landlord, or Tenant will be considered in default of this Lease Agreement. If Landlord allows an animal as a pet, Tenant must execute a separate animal addendum which may require additional deposits, rents, fees, or other charges. An animal deposit is considered a general security deposit. Landlord will authorize an assistance animal for a disabled person. When allowed by applicable laws, before the Landlord authorizes an assistance animal, if the disability is not readily apparent, Landlord may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If Landlord authorizes an assistance animal, Landlord may require the Tenant to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. Tenant must not feed stray or wild animals.

If the Tenant or any guests violates animal restrictions (with or without your knowledge), Tenant will be subject to charges, damages, eviction, and other remedies provided in this Lease Agreement. If an animal has been in the apartment at any time during your term of occupancy (with or without Landlord consent), Landlord will charge the Tenant for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for Landlord’s time, inconvenience, and overhead (except for attorney’s fees and litigation costs) in enforcing animal restrictions and rules. Landlord may remove an unauthorized animal by (1) leaving in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 15 (RIGHTS OF ENTRY BY LANDLORD). Landlord may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Landlord won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. Landlord will return the animal to the Tenant upon request if it has not already been turned over to a humane society or local authority. Tenant must pay for the animal's reasonable care and kenneling charges. Landlord have no lien on the animal for any purpose.

- d. **LOCKS AND KEYS.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before the Tenant moves into the apartment. The Tenant may, at any time,

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ask the Landlord to change or rekey locks or keys during the Lease Agreement at the Tenant's expense, unless otherwise provided by law.

If the key, FOB, or other access device (whichever is applicable) is lost or becomes damaged during your tenancy, is not returned, or is returned damaged when Tenant moves out, the Tenant will be responsible for the costs for the replacement and/or repair of the same.

If Tenant becomes locked out of the Premises after management's regular business hours Tenant must use a reputable locksmith to regain entry at Tenant's sole expense. During business hours, the Tenant can either pick up a copy of the key in the office for **\$5.00**, or the management may be able to unlock the Premises for **\$50.00**.

6. MAINTENANCE OF PREMISES. You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. Unless otherwise stated, all maintenance is at Tenant's expense. Tenant agrees that routine maintenance will be performed by management, or its vendors, and that access to the unit will be given with reasonable notice. Management or its vendors will enter the unit periodically for pest control among other routine scheduled maintenance. If pets are present, Tenant agrees to secure pets on days that maintenance is to occur.
- a. ORIGINAL CONDITION. By taking possession of the Premises, Tenant is agreeing that the Premises is clean, and in good repair and operative.
 - b. CLEANLINESS. Tenant shall maintain the Premises in clean and tenantable condition, and shall leave the Premises in the same condition. The cost of restoring the Premises to its original condition, ordinary wear and excepted, shall constitute damages. The apartment and other areas reserved for the Tenant's private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Tenant agrees to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property.
 - c. HVAC. Tenant shall maintain the HVAC system and change air filters once per month. Any damage to the system by Tenant's failure to replace filters are Tenant's responsibility.
 - d. LAWN CARE & LANDSCAPING. Maintenance of the lawn and landscaping shall be the responsibility of the **Owner**.

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7. REPAIRS AND PEST CONTROL.

- a. Tenant agrees to use all electrical, plumbing, heating, cooling, appliances and other equipment in a reasonable manner, including but not limited to HVAC system; remove all garbage in a clean and sanitary manner; and maintain locks, keys and smoke alarms.
- b. Tenant is responsible for any plumbing repairs and backups caused or created by Tenant.
- c. In the event Tenant or Tenant’s guests or invitees cause any damage to the premises, Landlord may at its option repair same and Tenant shall pay for the expenses of same on demand, or Landlord may require Tenant repair same. All charges incurred shall be deemed to be additional rent.
- d. It is the Tenant’s obligation and responsibility to promptly report maintenance issues.
- e. Landlord will provide pest extermination unless the Tenant has pet(s).
 - a. This shows certain items in the Premises that the Landlord left for the Tenant’s use as a courtesy: _____ - Any items specified here (if any) are considered **non-warranted** and are provided in their current “as-is” condition. The Landlord shall not be obligated to repair or replace any such items in the event of malfunction or damage. The Tenant accepts these items in their present condition and assumes full responsibility for their upkeep, if any.

2. ALTERATIONS. No alterations or changes in or to the Premises or the fixtures contained therein, shall be made except upon written consent of Landlord. Improvements made to the Premises, whether authorized or unauthorized, become the property of the Landlord.

3. UTILITIES. Landlord will pay for the following items: **[property specific utility information]**

Tenant will pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. Tenant must not allow utilities to be disconnected – including disconnection for not paying the bills – during tenant occupancy. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If the electricity is ever interrupted, the Tenant must use only battery-operated lightning. If any utilities are sub-metered for the apartment, or prorated by an allocation formula, the Landlord will attach an addendum to this Lease Agreement in compliance with the state agency rules or city ordinance. Tenant shall not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to the oldest charge due. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Florida Law.

NOTE: if all applicable utilities are NOT transferred to Tenant's name prior to the start of the lease, there will be a **\$25.00** administrative fee billed to Tenant for each utility account (plus actual utility usage cost). Tenant agrees to have all accounts for utilities immediately placed in the Tenant name with the accounts kept current throughout occupancy.

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4. VEHICLES. Tenant shall abide by all traffic and parking laws and rules. No trailers, campers, vehicles on blocks, motorcycles, boats or commercial vehicles are permitted on the Premises. Tenant will not repair or disassemble vehicles on the Premises. Tenant will park only in designated parking areas. Tenant agrees to provide proof of registration and also proof of insurance at the request of the Owner or DDPM. Tenant agrees to indemnify and hold the Landlord harmless for any damages or expenses incurred on the Premises due to violation of this section:

a. The Tenant's vehicle shall be registered and insured at all times and is identified as follows:

Make and Model of Vehicle and License Plate:

b. UNAUTHORIZED VEHICLES WILL BE TOWED AT TENANT'S EXPENSE.

5. PARKING. Landlord may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. Landlord may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- i. has a flat tire or other condition rendering it inoperable; or
- ii. is on jacks, blocks or has wheel(s) missing; or
- iii. has no current license plate or no current registration and/or inspection sticker; or
- iv. takes up more than one parking space; or
- v. belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- vi. is parked in a marked handicap space without the legally required handicap insignia; or
- vii. is parked in space marked for manager, staff, or guest at the office; or
- viii. blocks another vehicle from exiting; or
- ix. is parked in a fire lane or designated "no parking" area; or
- x. is parked in a space marked for other resident(s) or unit(s); or
- xi. is parked on the grass, sidewalk, or patio; or
- xii. blocks garbage trucks from access to a dumpster; or
- xiii. belongs to a resident and is parked in a visitor or retail parking space.

6. WAIVER OF MECHANICS LIENS. Tenant shall not interfere with any contractors hired by Landlord to perform improvements to the Premises. Tenant expressly waives any claims for mechanics liens, equitable liens and any other equitable or legal interest in the Premises for any work performed or services rendered as part of the rental obligations. This lease does not create any form of agency relationship between Tenant and Landlord or grant of any implied or apparent authority for Tenant to act on behalf of Landlord.

7. LIABILITY FOR TENANT'S PERSONAL PROPERTY. Landlord does not maintain insurance covering the Tenant's personal property or personal injury. Landlord is not responsible to any Tenant's or Tenant's guest for damage or loss of Tenant's personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, all Tenants are urged, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to the Tenant's property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). Landlord requires the Tenant to get his own insurance for losses to personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, the Tenant is required to maintain renter's insurance meeting the minimum requirements set forth in the **Renters Insurance Lease Addendum**, which is attached to and incorporated into this Lease by reference. Tenant understands and agrees that the in-house renter's insurance does not cover all risks, including but not limited to earthquake, landslide, sinkhole, flood, named storm, electrical failure, war, or nuclear hazard. Tenant may elect to participate in the Landlord's **in-house renter's insurance**, subject to Tenant's selection in the **Renters Insurance Lease Addendum** and payment of the applicable monthly fee.

If personal liability insurance is not available throughout the tenancy, including any renewal periods and/or lease extensions, it is considered an incurable breach of this Lease Agreement and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Agreement or state law.

8. **LIABILITY OF TENANT FOR CASUALTY DAMAGE TO PREMISES.** Tenant is liable to Landlord for any damage to the Premises or injury to third parties occurring on the Premises (including any adjacent Premises), directly or indirectly caused by the negligence or willful acts of Tenant or Tenant's guests, agents or invitees. Damage shall be calculated at replacement value and the same shall be deemed additional rent becoming due on the next regular rental payment date.
9. **RIGHTS OF ENTRY BY LANDLORD.** Landlord may, upon at least 24 hours verbal or written notice to Tenant and between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday, enter and inspect the Premises, make necessary repairs, and show the Premises to persons wishing to rent or purchase the Premises. The Landlord may enter the Premises at any time, without notice to Tenant, for emergency repairs or for the protection or preservation of the Premises.

Pursuant to Fla. stat. 583.53, Landlord may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if the Tenant unreasonably withhold consent. If the Tenant or any guests is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means, when necessary, in *emergencies*) if:

- a. Landlord provide the Tenant with verbal or written notice to enter at least 24 hours prior to the entry to take place between the hours of 8:00 a.m. and 6:00 p.m.; and
- b. entry is for: responding to your request; making repairs, improvements, or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing

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appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

10. SUBLEASE OR ASSIGNMENT. Tenant shall not assign or sublet the Premises.

11. SUBORDINATION. Tenant's rights are subordinate to any mortgages now existing or hereafter placed on the Premises and Tenant agrees to promptly supply requested estoppel letters or subordination and atonement requests.

12. DESTRUCTION OF PREMISES BY CASUALTY. In the event the Premises is rendered untenable by fire, explosion, hurricane, or other casualty, Landlord, at its option, may either 1) repair the Premises to a tenable condition within ninety (90) days' prior written notice of intent to repair, or 2) terminate this lease upon 30 days' prior written notice. If the Premises is damaged but not untenable, rent shall be abated; however, Landlord will repair as expeditiously as possible under existing circumstances. Landlord is not liable for any injury or damage to persons or property caused by such casualty. Rent will be abated for any period when the Premises is untenable due to casualty not caused by Tenant or Tenant's guests, agents or invitees.

13. CONDEMNATION, DAMAGE TO PREMISES, ACTS OF GOD and TERMINATION: If for any reason the premises are condemned by any governmental authority, destroyed, rendered uninhabitable, rendered dangerous to persons or property, and/or damaged through fire, water, smoke, wind, flood, act of God, nature or accident, or, if it becomes necessary, in the opinion of LANDLORD or its AGENT, that TENANT must vacate the premises in order for repairs to the premises to be undertaken, this lease shall, at LANDLORD'S option and upon 7 days written notice to TENANT, cease and shall terminate, TENANT agrees to and shall vacate and TENANT, if not in default of the lease, shall owe no further rent due under the terms of the lease. In such case, TENANT hereby waives all claims against LANDLORD for any damages suffered by such condemnation, damage, destruction or lease termination. In the event of any vandalism or other intentional damage on the premises, LANDLORD is not responsible for the replacement or repair of any damaged items, including but not limited to windows, screens, doors or locks. TENANT agrees that in the event there are hurricane or storm shutters on the premises, TENANT shall both install and take down same in the event there is a hurricane or tropical storm watch or warning in effect and/or at the request of the LANDLORD. If TENANT is unable to perform this task for any reason, TENANT agrees to notify LANDLORD as soon as any storm watch or warning is placed into effect; LANDLORD has the right, but not the obligation, to install shutters or take other protective actions.

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14. TENANT DEFAULT. Upon the occurrence of any of the following defaults by Tenant, Tenant's right of possession terminates immediately without necessity of notice and demand:

- a. Tenant's failure to pay rent or other amounts owe when due.
 - i. Rent not received by Landlord on or before the third (3rd) day of the month; or
 - ii. Rent not received by Landlord after written demand
- b. Non-monetary breach.
 - i. Tenant or any guest violates any of the terms of this Residential Lease Agreement; or
 - ii. Non-curable breaches of the tenant or any guests including but not limited to damage to property, violations of apartment rules, any law, or fire, safety, health or criminal laws, restriction, rules, ordinance or statute, continued unreasonable disturbance, regardless of whether or where arrest or conviction occurs; or
 - iii. Curable breaches not cured within seven (7) calendar days from receipt of notice; or repeated breach within 12 months of notice to cease same; or
 - iv. Tenant gives incorrect or false answers in a rental application;
 - v. Tenant or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or
 - vi. Any illegal drugs or paraphernalia are found in your apartment.
- c. Abandonment.
 - i. Premises left unoccupied for longer than 14 days in succession or more than 20 times in any single month.
 - ii. Personal property shall be disposed of pursuant to Chapter 715, Fla. Stat.
 - iii. By signing this rental agreement, the tenant agrees that upon surrender or abandonment, as defined by Chapter 83 Florida Statutes, the landlord shall not be liable or responsible for storage or disposition of the tenant's personal property.
- d. Hold Over. If Tenant fails to vacate upon termination or expiration of this Lease, in addition to any other legal remedies, Landlord shall be entitled to double rent.

Landlord's remedies include all available legal and remedies for possession and damages.

15. Termination of Rental Agreement - Tenant's Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.

- a. If Tenant default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that TENANT SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING

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NONCOMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, Landlord may terminate the lease by delivering written notice specifying the nature of the non-compliance and the intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constitute a second violation within 12 months, Tenant will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.

16. RENEWAL. Landlord or Tenant shall have **30 / 60 days (differs per property)** to notify each other in writing prior to the lease expiration date of an intent not to renew the lease. If the required notice is not given by Landlord or Tenant, and Tenant vacates as of the lease expiration date, Tenant shall owe an additional month's rent. If the required notice is not given by Landlord or Tenant, and no new lease is signed, the tenancy shall become a month-to-month tenancy, which may be terminated by Tenant or Landlord giving written notice not less than 30 days prior to the end of some monthly payment period. All other conditions of the lease shall remain in effect. Upon receiving proper notice from Landlord, if Tenant fails to vacate as of the lease expiration date or the end of any consensual period, Tenant shall additionally be held liable for holdover (double) rent thereafter.

In the event that the Tenant enters into a subsequent Lease prior to the expiration of this Lease and the Tenant breach or otherwise commit a default under this Lease, Landlord may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. Landlord may terminate said subsequent Lease by sending a written notice of the desire to terminate said subsequent Lease.

Termination of tenancy with specific duration.

(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not be renewed; however, a rental agreement may not require less than 30 days' notice or more than 60 days' notice from either the tenant or the landlord.

(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.

(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.

History.—s. 3, ch. 2003-30; s. 1, ch. 2004-375; s. 9, ch. 2013-136; s. 3, ch. 2023-314.

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- d. Tenant will be charged a **\$35.00** posting fee for any 3-day notice or lease violation notice that must be hand delivered.
- e. Tenant agrees not to contact the Owner directly. All communications regarding the leased property shall go through the management company.

22. MISCELLANEOUS.

- a. ENTIRE AGREEMENT. Tenant understands and acknowledges that neither Landlord nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by a separate written agreement signed by both Tenant and Landlord, and Landlord hereby specifically disclaim any responsibility for any such statements, promises or representations. Tenant acknowledges that he/she have not relied upon any such Statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and oral statements of Landlord's representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. Tenant acknowledges and agrees that he/she have not relied on any such items or Statements in signing this Lease Contract.
- b. NO AUTHORITY TO AMEND UNLESS IN WRITING. This Lease Contract is the entire agreement between the Tenant and the Landlord. Landlord's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on the Landlord or its representatives unless in writing.
- c. EARLY MOVE-OUT. Unless modified by an addendum, if the Tenant: (1) Move-out without paying rent in full for the entire Lease Contract term or renewal period; or (2) Move-out at Landlord's demand because of Tenant default; or (3) Tenant is judicially evicted; the Tenant will be liable for all rent owed at the time and as it becomes due under the terms of this Lease Agreement until the apartment is re-rented.
- d. SEVERABILITY OF PROVISIONS, GENDER, ETC. In the event any provision or a portion of this Residential Lease Agreement is declared unenforceable or invalid by any court or administrative body having jurisdiction, the remaining special provisions and any addenda or written rules furnished at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form. (See 36 Additional Special Provisions) Gender references are interchangeable.
- e. ATTORNEY FEES. In any action to enforce this Lease the prevailing party shall be awarded court costs and a reasonable attorney fee, at both the trial, bankruptcy, post-judgment and appellate levels.
- f. GOOD FAITH. Time is of the essence of the performance of each party's obligations under the Lease. Landlord and Tenant will use good faith in performing their obligations under the Lease,

Initial	Initial	Initial	Initial

- g. PARTIES BOUND. This Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- h. JURISDICTION AND VENUE. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida. The place for filing any suits or other proceedings with respect to this Lease shall be the county in which the Premises is located.
23. 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 public health unit.
24. LEAD PAINT DISCLOSURE. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of lead-based paint and/or lead-based paint hazards in the Premises. Landlord has no knowledge of lead-based paint hazards in the Premises and no available lead-based paint hazard records or reports, except as indicated: NA
25. REIMBURSEMENT. Tenant must promptly reimburse the Landlord for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by Tenant or guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by the Tenant's action or inaction. The Tenant will defend, indemnify and hold the Landlord harmless from all liability arising from his conduct or that of his invitees, occupants, guests, or the Landlord's representatives who at the Tenant's request perform services not contemplated in this Lease. Unless the damage or wastewater stoppage is due to the Landlord's negligence, the Landlord is not liable for – and the Tenant must pay for – repairs, replacement costs, and damage to the following that result from the Tenant's or his invitees, guests, or occupant's negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving the apartment. The Landlord may require payment at any time, including advance payment of repairs for which the Tenant is liable. Delay in demanding sums the Tenant owes is not a waiver.
26. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to the property or it will be subject to the lien at the time the Tenant surrenders possession or abandons the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for the Tenant's exclusive use.

Removal After Surrender or Abandonment. The Landlord or law officers may, at the Landlord's discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles the Tenant or his guest owns or uses) if the Tenant surrenders, is judicially evicted, or abandon the apartment (see definitions in 19. C. Abandonment).

THE LANDLORD IS NOT REQUIRED TO COMPLY WITH SECTION 715.104. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT AND RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE MANAGER SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

27. COMMUNITY POLICIES OR RULES. Tenant and all guests must comply with any written apartment rules and community policies, including instructions for care of the Premises. The rules are considered part of this Lease Agreement. Landlord may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Agreement.

28. LIMITATIONS OF CONDUCT. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. Tenant or guests may not anywhere in the apartment community: use candles or use kerosene lamps, or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in the apartment or in the apartment community is prohibited – except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the apartment for business purposes; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. The Tenant will be liable to us for damage caused by the Tenant or any guests.

Landlord may exclude, and/or “No Trespass” from the apartment community guests or others who, in our judgment, have been in violation of the law, violating this Lease Agreement or any apartment rules, disturbing other residents, neighbors, visitors, or owner representatives. Landlord may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident or guest of a specific resident in the community. Tenant agrees that Landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

Tenant agrees to notify the Landlord if the Tenant or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. Tenant also agrees to notify the Landlord if he/she or any occupant registers as a sex offender in any state. Informing the Landlord of criminal convictions or sex offender registry does not waive the Landlord's right to evict the Tenant.

29. RELEASE OF RESIDENT. Unless the Tenant is entitled to terminate the tenancy under the terms of this Lease Agreement, or by separate addendum, the Tenant won't be released from this Lease for any reason – including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary

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or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

30. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form. See Special Provisions (if any):

31. APPLICATION. If TENANT has filled out a rental application, any misrepresentation made by the Tenant in same will be a breach of this agreement and Landlord may terminate the tenancy.

32. ELECTRONIC SIGNATURES. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Tenant(s) *(All tenants must sign here):*

x _____

x _____

x _____

x _____

Owner's Representative (signs here):

x _____
Landlord

RULES AND REGULATIONS

1. I agree that I will not use the premises for any illegal purpose or any purposes which will increase the rate of insurance and that the use, sale or possession of illegal drugs will not be tolerated.
2. I agree that I will use the premises only for residential purposes and that I will obey, and require anyone on premises to obey, all laws and any restrictions that apply to the premises.
3. I understand that an occasional overnight guest is one who does not stay more than 4 nights in any calendar month and that the Landlord's written approval is required to allow anyone else to occupy the premises.
4. I understand that no violent behavior of any sort, physical or verbal, will be tolerated.
5. I agree that there will be no parties, loud music, or congregating of groups of people unless expressly approved in advance by Landlord.
6. I agree to respect the privacy and quiet enjoyment of my fellow Tenants at all times. This includes not slamming doors, running in the building, playing TVs or stereos loudly, etc.
7. I understand that any behavior or disturbance by a Tenant or their guest which results in the police being called will be considered a breach of this lease.
8. I understand that the Landlord expects all Tenants to be respectful, courteous, and law-abiding for the comfort and safety of all.
9. I agree that grilling is only allowed in the designated area and personal grills on the porch or behind fences are prohibited.
10. I understand that only licensed passenger vehicles may be parked on the property and Landlord will issue parking stickers for Tenants to denote legally parked cars. Cars with expired license plates should be updated right away and no abandoned cars should be left on the property or they will be towed at my expense. Boats, trailers & recreational or other oversized vehicles may not be parked on the property and motorcycles can only be parked in the designated area. Tenants cannot keep bicycles in apartments and or anywhere on the premises except in rented storage units or the designated bicycle parking area if space is available.
11. I understand that sidewalks, entrances, stairways, hallways, and public areas are to be kept clear at all times and that Landlord will remove boxes, bikes or other items obstructing these areas. Personal items are to be stored in apartments or designated areas only.
12. I understand that personal awnings, signs, or other projections may not be attached to the building exterior, windows, walls or doors. Laundry may not be hung outside.
13. I understand that no animals or reptiles of any kind are permitted on the premises unless approved by the Landlord. Such consent may be withdrawn at any time by the Landlord.
14. I understand that air conditioning and heat should not be used when windows are open.
15. I understand that smoke detectors and fire extinguishers are to be kept operational at all times. I will notify Landlord of any problems with such immediately. I understand that any BBQ or other cooking activity is to be done in the one designated cookout area on the patio and never under roof lines or on window sills.

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Bed Bugs Addendum

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding areas. This addendum contains important information that outlines our responsibility and potential liability with regard to bed bugs.

1. **ADDENDUM.** This is an addendum to the Apartment Lease Contract executed on _____ by you, the Tenant(s) for the dwelling you have agreed to rent. The dwelling is located at [Full Address].
2. **MANAGEMENT, REPRESENTATION, INSPECTION.** Management represents that it is not aware of any current infestations or presence of bed bugs in the apartment unit. Under Florida Law, only a licensed pest control professional, hereinafter “Pest Control”, is permitted by law to inspect for insects and render an opinion as to infestation or lack thereof.
3. **BED BUG INFORMATION.** Tenant represents they are not aware of any infestation or presence of bed bugs in the Tenant's current or previous apartment, furniture, clothing, or personal property and possessions and has fully disclosed to Management any previous bed bug infestations or issues where a resident may have experienced or are experiencing and has not been subject to or living in an environment, apartment or home in which there was a bed bug infestation or presence. Tenant represents that if he or she was previously living in an apartment or home that had a bed bug infestation that he or she has had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by Pest Control that shall certify such items are free of further infestation. In the event the Tenant discloses a previous experience of bed bug infestation, Management shall have the right to see documentation of treatment from Pest Control and inspect Tenant's personal property and possessions.
4. **USED AND DISCARDED ITEMS.** Tenant acknowledges that used, abandoned, or discarded furniture, clothing and personal property can contain bed bugs which may infest the apartment and be extremely difficult to control, and the costs associated with treatment of bed bugs is expensive. Tenant represents and agrees that he or she shall not allow such property to enter the apartment without confirming the absence of bed bugs or having such items properly and professionally cleaned and treated by Pest Control before bringing such items into the apartment. Tenant shall be required to provide proof that any such item has been inspected and/or treated by Pest Control.
5. **ACCESS BY MANAGEMENT AND PEST CONTROL AND RESIDENT COOPERATION.** Tenant shall allow Management, Maintenance Staff, and Pest Control to have full access to the apartment at reasonable times and hours for inspection, pest control and treatment of bed bugs if any exist. Tenant and Tenant's family members, occupants, social guests, and invitees shall cooperate and shall not interfere in any way with inspections or treatments, or this shall constitute a material breach of the Lease Agreement. Upon confirmation of the presence or infestation of bed bugs, Tenants must cooperate and coordinate with Management and Pest Control to treat and attempt to eliminate the bed bugs. Tenant must follow all directions of Management and Pest Control to treat the apartment. Management and Management's Pest Control shall have the right to set all conditions necessary for inspection and treatment of the premises for the presence or infestation of bed bugs. The Tenant is required to remove or destroy personal property that cannot be treated or cleaned in the opinion of management or Pest Control and hold Management and Pest

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Control harmless for any loss or damages to such personal property. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

6. NOTIFICATIONS BY TENANT. Tenant shall promptly notify Management of any conditions that may indicate the presence of bed bugs in the apartment or in any part of the Tenant's clothing, furniture and/or other personal property. Tenant shall promptly notify Management of any recurring or unexplained bites, irritations, or sores of the skin or body

which Resident believes are occurring from the bed bugs or from any condition or pest believed to be within the apartment. Tenant shall promptly notify Management of he or she discovers any condition or evidence that might indicate the proceed or infestation of bugs, Tenant shall not try to treat the apartment for bugs on his own or hire any outside pest control to perform treatments and cleaning of the apartment and building if necessary. Failure to comply shall constitute a material breach of the Lease Contract and this addendum.

7. METHOD OF TREATMENT. If Management decides to have the apartment treated and not terminate the tenancy, Management along with Pest Control shall have the sole right to select the method of treating the apartment or any affected areas. Tenant is responsible to follow all protocols or directions from Management and Pest Control. Failure to comply shall constitute a material breach of the Lease Contract and this Addendum.

8. TEMPORARY VACATING. If the Tenant is forced to temporarily vacate the premises and find other accommodations under Florida Law FS 83.51(2)(a)1., Management is only legally responsible to abate the rent for the time period Tenant cannot reside in the apartment. Management may choose at its sole option to pay other expenses Tenant may incur but has no legal obligation under Florida Law. If the tenant is requested to vacate; they shall do so within 7 days of written consent or shall be considered a material breach of the Lease Contract and this Addendum. Once Tenant has been advised that the apartment is habitable, Management shall have no further responsibility to abate rent, and Tenant shall owe rent and all sums due per the Lease Contract and any addenda.

9. TENANT-CAUSED CONDITIONS. If Tenant or Tenant's family members, occupants, social guests or invitees are responsible for causing or introducing bed bugs into the apartment, Tenant shall be in default of the lease, subject to eviction, and shall be liable for all rent, damages, cleaning and pest control fees, and other charges related to dealing with the bed bug issue, and the Tenant shall pay all reasonable charges of cleaning and pest control treatment Management incurs to remedy the bug problem. If Management must remove other Tenants out of their neighboring apartments in order to treat adjoining apartments, Tenant shall be liable for any lost rental income and their expenses incurred by Management to relocate the other Tenants and perform pest control treatment to eradicate an infestation.

10. NON-RESIDENT CAUSED BED BUG INFESTATIONS: If in the sole opinion of Management and Pest Control the resident or Tenant's family members, occupants, social guests, or invitees are not responsible for causing or introducing bed bugs into the apartment, at MANAGEMENT'S OPTION the Lease Contract may be terminated and the Resident may still be required to vacate the apartment and return possession of the premises to the Management if it is determined by Pest Control that it is not feasible to eradicate the infestation with the resident continuing to reside on the premises. Management shall not be responsible for Tenant's consequential losses if the Lease Contract is so terminated.

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11. DAMAGES. Under no circumstances shall Management or Tenant be liable to each other for punitive damages for breach of contract related to bed bugs.

12. LEASE TERMINATION. In the event bed bugs are determined to be in the apartment, Management shall have the right to terminate the tenancy by giving Tenant seven days written notice requiring the Tenant to permanently vacate the apartment and remove all furniture, clothing, and personal belongings. Management in its sole judgment shall have the right to terminate the tenancy and obtain possession of the apartment regardless of who is responsible for causing the infestation or presence of bed bugs. Due to the difficulty treating and often repetitive treatments necessary to control the infestation, Tenant must vacate after the lease has been terminated or shall be subject to an eviction action.

13. INVALID OR UNENFORCEABLE PROVISIONS. If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed and survive and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent and effort of the parties.

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MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN [Owner's Name/LLC] (Owner OR Agent as "Landlord") AND [Tenant's Name(s)] (Tenant) FOR THE PREMISES LOCATED AT [Property Address].

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

Tenant(s) agree to:

- Keep the premises clean and regularly vacuum and mop
- Use hood vents when cooking, cleaning and dishwashing
- Keep closet doors ajar
- Avoid excessive amounts of indoor plants
- Use exhaust fans when bathing/showering and leave on for sufficient time to remove moisture
- Use ceiling fans if present
- Water all indoor plants outdoors
- Wipe down any moisture and/or spillage
- Wipe down bathroom walls and fixtures after bathing/showering
- Wipe down any vanities/sink tops
- Avoid air drying dishes
- Not "hang-dry" clothes indoors
- Open blinds/curtains to allow light into premises
- Wipe down floors if any water spillage
- Hang shower curtains inside bathtub when showering
- Securely close shower doors if present
- Leave bathroom and shower doors open after use
- Use dryer if present for wet towels
- Use household cleaners on any hard surfaces
- Remove any moldy or rotting food
- Remove garbage regularly
- Wipe down any and all visible moisture
- Wipe down windows and sills if moisture present
- Inspect for leaks under sinks
- Check all washer hoses if applicable
- Regularly empty dehumidifier if used
- Tenant(s) shall report in writing:
 - Visible or suspected mold

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- All a/c or heating problems or spillage
- Plant watering overflows
- Musty odors, shower/bath/sink/toilet overflows
- Leaky faucets, plumbing, pet urine accidents
- Discoloration of walls, baseboards, doors, window frames, ceiling
- Moldy clothing, refrigerator and a/c drip pan overflows
- Moisture dripping from or around any vents, a/c condenser lines
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops, and clothes dryer vent leaks
- Any and all moisture

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem, Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or Agent reserves the right to terminate the tenancy and Tenant(s) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to Tenant(s) or other persons and/or Tenant(s) actions or inactions are causing a condition which is conducive to mold growth.

LANDLORD reserves the right to terminate the tenancy and **TENANT(s)** agree to vacate the premises in the event a licensed mold inspector believes that there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to **TENANT(s)** or other persons, or if it is determined by an HVAC professional or air quality specialist that **TENANT** is failing to use the air conditioning adequately or causing other conditions conducive to mold or mildew growth. **LANDLORD** shall have the right to terminate the lease agreement by giving the **TENANT** no less than 7 days' written notice and hold **TENANT** responsible for any damages caused by mold or mildew.

INSPECTIONS: Tenant(s) agree that Owner or Agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF **TENANT(S)** FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately **IN WRITING**. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against Tenant(s) at law or in equity and Tenant(s) shall be liable to Owner for damages sustained to the Leased Premises. Tenant(s) shall hold Owner and agent harmless for damage or injury to person or property as a result of Tenant(s) failure to comply with the terms of this addendum.

HOLD HARMLESS: If the premises are or were managed by an agent of the Owner, Tenant(s) agree to hold Agent and its employees harmless and shall look solely to the Property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

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PARTIES: This addendum is between the Tenant(s) and Owner and or Agent managing the premises. This addendum is in addition to and made part of the lease agreement and in the event there is any conflict between the lease and this addendum, the provisions of this addendum shall govern.

Tenant(s) *(All tenants must sign here):*

x _____

x _____

x _____

x _____

Owner's Representative (signs here):

x _____
Landlord

PET ADDENDUM

This is to certify that the Landlord acknowledges the Tenant's possession of a pet and that the undersigned agrees to the following conditions:

- All pets must be confined to the interior of the Tenant's apartment and must be kept current on all vaccinations.
- Pet application is required to be completed and updated yearly on this site: <https://deandewitt.petscreening.com>
- Refundable pet deposit (\$150/cat; \$300/dog) and non-refundable pet fee (\$150/cat; \$300/dog) will be required and there would be a monthly pet fee of \$15/cat or \$25/dog.
- Pets are not permitted in common areas of the building.
- Cats are not permitted to go outside & inside. They must be inside cats only – spayed or neutered.
- The Tenant will not permit the pet to make any disturbance that will interfere with the rights, comforts, or convenience of other residents.
- All pets should be on leashes when walking to and from units, and pet owners are required to pick-up after their pets and discard waste accordingly.
- The Tenant agrees to be responsible for pest control regarding the pet, including, but not limited to, fleas on the pet or in the apartment. Tenant also acknowledges the possibility of flea infestation in the apartment and agrees to be responsible for any such problem, should it arise during or after tenancy.
- Tenant agrees to be responsible for any damages his/her pet causes.
- The Tenant shall provide a proof of insurance with a minimum of \$100,000 general liability coverage that also covers pet damage to property or people. The insurance coverage should be named to every adult occupant as named insured and the Landlord/Property Owner as additional insured.
- NO PET IS ALLOWED WITH A PRIOR BITE HISTORY.
- NO AGGRESSIVE BREEDS OR AGGRESSIVE PETS.
- This pet agreement is an addendum to the Lease Agreement.

Tenant and Landlord agree that no pets will be allowed on premises except for the following:

TYPE OF PET _____ PEDIGREE _____
NAME OF PET _____ AGE OF PET _____
OTHER INFO: _____

Only pets listed above are permitted - No other pets permitted

Tenant(s) *(All tenants must sign here)*:

Owner's Representative (signs here):

Landlord

NON-SMOKING ADDENDUM

Use of any product(s) involving smoking, burning, or combustion is prohibited in any portion of the apartment and/or entire community.

You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, electronic cigarette, hookah, vaporizer, dab pen, juul, bowl, bong, or pipe which can be used to burn, light, vaporize, or ignite a product including, but not limited to, tobacco, marijuana, nicotine salts, THC cartridges, vape liquids, juul pods, oils or any other similar products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke or vapor from such product.

SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms of smoking or possession of smoking products is strictly prohibited inside any dwelling, building, or interior of any portion of the Community. Any violation of the no smoking policy is a material and substantial violation of this Addendum and the Lease Contract. The prohibition on use of any burning, lighted, vaporized, or ignited products or smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of smoke, vapor, or any other byproduct of the referenced products, which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their

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dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of this Addendum is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is and/or will be smoke free. Smoking in certain limited outside areas may be allowed as provided above and certain areas may be in close proximity that are not under our control. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are able and/or obligated to investigate and act, and you must thereafter cooperate with us in the prosecution of such violations.

This is an important and binding legal document. By signing this Addendum, you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

Tenant(s) *(All tenants must sign here)*:

x _____

x _____

x _____

x _____

Owner's Representative (signs here):

x _____
Landlord

ELECTRONIC NOTICES ADDENDUM

TENANT ELECTION

Notices from a landlord or the landlord's agent may contain time-sensitive information about a tenant's housing. The election to receive notices from the landlord or the landlord's agent by e-mail is voluntary.

I, _____, the tenant(s), agree to receive notices required by the rental agreement or under part II of chapter 83, Florida Statutes, from the landlord or the landlord's agent by e-mail. I designate the following e-mail address for receipt of notices from the landlord or the landlord's agent:

_____.

I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail by providing written notice to the landlord or the landlord's agent which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the landlord or the landlord's agent specifying the new e-mail address, which takes effect upon delivery of such notice.

LANDLORD/LANDLORD'S AGENT ELECTION

Notices from a tenant may contain time-sensitive information about the tenant's housing. The election to receive notices from the tenant by e-mail is voluntary.

I, [Property Manager's Name], the landlord or the landlord's agent, agree to receive notices required by the rental agreement or under part II of chapter 83, Florida Statutes, from the tenant by e-mail. I designate the following e-mail address for receipt of notices from the tenant: [Property Manager's Email Address]

I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail by providing written notice to the tenant which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the tenant specifying the new e-mail address, which takes effect upon delivery of such notice.

Landlord/Landlord's Agent Signature: _____

- Dean & DeWitt Property Management

Tenant Signature: _____

RENTERS INSURANCE LEASE ADDENDUM

Liability Protection (must check one)		
<input type="checkbox"/> YES OPTION 1	\$14 per month	\$5,000 actual cash value protection to loss of Your personal property (subject to a \$500 deductible) \$100,000 legal liability protection, including bodily injury (\$10,000 sublimit) \$50 per day additional living expense.
<input type="checkbox"/> YES OPTION 2	\$16 per month	\$10,000 replacement cost protection to loss of Your personal property (subject to a \$500 deductible) \$100,000 legal liability protection, including bodily injury (\$10,000 sublimit) \$50 per day additional living expense
<input type="checkbox"/> YES OPTION 3	\$20 per month	\$20,000 replacement cost protection to loss of Your personal property (subject to a \$250 deductible) \$100,000 legal liability protection, including bodily injury (\$10,000 sublimit) \$50 per day for additional living expense
<input type="checkbox"/> NO	Variable	You will purchase renter's insurance from a third-party insurer on a form acceptable ¹ to the Landlord and listing the Landlord as an "Interested Party"

If neither "yes" nor "no" are checked in either of the above, A.1 "Option 2" and Pet Damage. "yes" will be assumed, and the You will be billed accordingly.

In the event a copy of the insurance policy or certificate of insurance is not provided when requested or notification of cancellation, Resident will AUTOMATICALLY be enrolled in our Master Policy and You will be billed accordingly.

You are responsible for submitting their third-party renter's insurance for verification at this link.

verify.yourrenterskit.com/qud52e0s6356s45zpf

Accidental Pet Damage (must check one)		
<input type="checkbox"/> YES OPTION 4	\$30 per month per pet	of \$1,500 in the aggregate during the Lease Term for damage to Covered Property , \$10,000 for bodily injury to others caused by a pet
<input type="checkbox"/> NO		I will have no pets on the premises
<input type="checkbox"/> NO		I will use a 3rd-party renters insurance company (submit information on this link: verify.yourrenterskit.com/pet/9agpuphfxmjec8sltg)

This Lease Addendum is attached to and becomes a part of the Residential Lease Agreement ("Lease Agreement") between Landlord ("Landlord") and Renter ("You"). Both parties are bound by the terms of this Lease Addendum. You are required to maintain minimum required coverage for the benefit of the Landlord. In lieu of obtaining this insurance through a third party, the Landlord is willing to provide limited protection for you for a monthly fee. This protection includes limited coverage for your personal property as well as for certain legal liability. Although by selecting either of these options your landlord is willing to waive the requirement that you maintain a standard HO4 renter's insurance policy, the protections offered through these options may be narrower than those provided through a HO4 policy. If you have questions or would like more details about the protections offered by the Landlord, your landlord can provide you with an Explanation of Protections, which is incorporated into this Lease Addendum by reference.

I HAVE READ AND UNDERSTAND THIS ADDENDUM

Resident Signature: _____ Date: _____

Resident Name (Print): _____

¹ Must provide minimum coverage of \$100,000 for Your legal liability for damage to Landlord's real improved and personal property. The third-party policy must be provided to the Landlord at the beginning of the Lease Term and must remain in effect throughout the Lease Term.