

LEASE SYNOPSIS

(DISCLAIMER: This brief synopsis of the provisions of your lease are intended solely for your information. The actual lease provisions are legally binding.)

1. **TERM.** The term of your lease is one year.
2. **PREMISES.** The Premises is described in the lease.
3. **RENT.** Rent must be received by your Landlord on or before the due date or you may be charged a late fee. All money that is owed under the lease is considered to be "rent."
4. **SECURITY DEPOSIT.** Your security deposit is held under certain terms and conditions and is not to be used for rent.
5. **OCCUPANCY AND USE OF PREMISES AND NUMBER OF TENANT.**
 - a. OCCUPANTS. Only you and the persons listed in the lease can occupy the Premises.
 - b. NON-INTERFERENCE. You may use the Premises for any legal and safe purpose that will not injure another person or damage the Premises. You cannot disturb your neighbors. You must allow access to show the Premises during the last 30 days of your lease term, and if you do not let the Landlord show the property upon reasonable notice, it will cost you **\$50.00** per incident.
 - c. SMOKING. No smoking is allowed inside or outside the Premises.
 - d. PETS. You cannot have pets unless the Landlord has agreed in writing.
 - e. LOCK-OUT. If you lock yourself out after regular business hours, you must use a reputable locksmith. If you lock yourself out during business hours, you can pick up a copy of the key in the office for **\$5.00**, or the Landlord may be able to unlock the Premises for **\$50.00**.
6. **MAINTENANCE OF PREMISES.** Unless otherwise stated, you must maintain the Premises at your expense.
7. **REPAIRS AND PEST CONTROL.** You are responsible for some repairs and other maintenance items not covered in this paragraph.
8. **ALTERATIONS.** You cannot make changes to the Premises or the fixtures unless the Landlord agrees in writing.
9. **UTILITIES.** You must pay all utility bills and deposits as required by the provider.
10. **VEHICLES.** You must obey all traffic and parking laws and rules. Some types of vehicles are not allowed on the Premises. You may not repair or disassemble vehicles on the Premises. You must park only in designated parking areas.
11. **WAIVER OF MECHANICS LIENS.** You must allow any contractors hired by the Landlord to work on the Premises and you waive claims for liens for any work performed or services rendered by you as part of the rental obligations, if any.
12. **LIABILITY FOR TENANT'S PERSONAL PROPERTY.** Your Landlord is not liable for damage to your property or personal injury unless it results from the Landlord's negligence. You are responsible for ensuring the safety of your own personal property with renter's insurance.
13. **LIABILITY OF TENANT FOR CASUALTY DAMAGE TO PREMISES.** You are responsible for damages to the Premises or injury to other people caused by your negligence.

_____ Initials

_____ Initials

- 14. RIGHTS OF ENTRY BY LANDLORD.** The Landlord has a right to enter the Premises, with or without notice, depending on the circumstances.
- 15. SUBLEASE OR ASSIGNMENT.** You may not assign or sublet the Premises.
- 16. SUBORDINATION.** If the Premises is secured by a mortgage and it is foreclosed, the mortgage company can make you move-out.
- 17. DESTRUCTION OF PREMISES BY CASUALTY.** Unless the damage is caused by you, if the Premises is damaged to the extent that you cannot live there, the Landlord can either fix the Premises or terminate your lease. If the Premises is damaged but you can still live there, you may or may not owe rent.
- 18. TENANT DEFAULT.** Your right of possession can be terminated by the Landlord immediately if you do not pay your rent, violate any other terms of the lease, abandon the premises or hold over after the lease terminates, your Landlord may be entitled to other damages.
- 19. RENEWAL.** You or the Landlord shall have 30 days to notify each other in writing prior to the lease expiration date of an intent not to renew the lease.
- 20. ACTIONS AND WAIVER OF JURY TRIAL.** You give up your right to a jury trial if there is a dispute about this lease.
- 21. QUIET ENJOYMENT.** You are to have peaceful possession and quiet enjoyment of the Premises.
- 22. NOTICES.** Describes how and where to send notices about matters covered by this lease.
- 23. MISCELLANEOUS.**
- a. ENTIRE AGREEMENT. This Residential Lease Agreement and any written attachments or addenda, contain the entire agreement between you and your Landlord. No oral agreements shall be binding.
 - b. NO WAIVER. If your Landlord chooses to not strictly hold you to the letter of this lease on one or more occasions, the Landlord can still enforce that same part of the lease in the future.
 - c. SEVERABILITY OF PROVISIONS, GENDER, ETC. Legal provision about terminology in the lease.
 - d. 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.
- 24. RADON GAS.** Legal notice regarding radon, a naturally occurring radioactive gas, may present health risks over time.
- 25. LEAD PAINT DISCLOSURE.** Legal notice that housing built before 1978 may contain lead-based paint that can pose health hazards if not managed properly.
- 26. MONEY DUE PRIOR TO OCCUPANCY (Not Applicable for Renewals).** Tenant shall pay the sums listed below prior to occupying the premises. Tenant shall not be entitled to move in or to keys to the premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to Tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address.
- First month's rent of \$ _____ due prior to _____ - see approval letter for exact due date.
 - Security deposit of \$ _____ due prior to _____ - see approval letter for exact due date.

_____ Initials _____ Initials

RESIDENTIAL LEASE AGREEMENT

THIS LEASE dated as of **9/19/2023**, by _____, "Owner" and _____, _____, "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. This is a one year lease, beginning on _____, and ending on _____
- 2. PREMISES. The Premises is that certain residence located at _____ including all fixtures and any furniture located therein at the time of occupancy.
- 3. RENT. The rent shall be **\$0** and **\$0** (*parking/storage/pet fee*) 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 check is dishonored, Tenant agrees to pay the greater of 5% of the check amount or **\$50.00** as additional rent. All payments made shall first be applied to any outstanding balances of any kind including late charges and/or any other charges due under this lease.
 - 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 **\$0.00** 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 of landlord's intention to impose a claim on the deposit, and the reason for imposing the claim. The notice shall 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 ____ on 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 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 2852 20th Ave N, St Petersburg, FL 33713. If the 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.
 - (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.

_____ Initials _____ Initials

(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
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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.
- d. PETS. Tenant shall keep no animals on the Premises without the written consent of Landlord.
- e. LOCK-OUT. 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**.

_____ Initials _____ Initials

6. MAINTENANCE OF PREMISES. 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. Upon move out, a co-pay of **\$75.00** will be charged to the Tenant if carpet is present and needs professional cleaning and this has not been satisfactorily completed by Tenant at time of move out. This fee will be deducted by management from security deposit if not paid in advance.
 - 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 **Owner Responsibility.**
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).
8. 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.
9. UTILITIES. The Tenant agrees to pay **all** utility charges on the property unless set forth in a written agreement with Landlord. 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.
10. 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 harmless Landlord for any damages or expenses incurred on the Premises due to violation of this section:

_____ Initials _____ Initials

- 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.

11. 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.
12. LIABILITY FOR TENANT'S PERSONAL PROPERTY. Landlord disclaims liability for any damage to Tenant's property caused from the bursting, leaking or running of any gas or water or any plumbing fixture in or around the Premises, nor for any damage occasioned by water being upon or coming through the roof, walls or otherwise or for any damage arising from acts or neglect of other occupants of the same building. Landlord shall not be liable for any personal injury occurring on the Premises or elsewhere on the property regardless of cause, unless said damage or injury results from the Landlord's negligence or intentional act. All personal property that the Tenant kept on or within the Premises shall be kept there at the risk of Tenant only, and Landlord shall not be liable for any damage caused thereto or the theft thereof. Tenant is not covered under Owner's casualty or liability insurance policy nor is property owned by the Tenant covered by owners' insurance. **Tenant is required to purchase insurance protecting his personal property from fire, flood, theft or another casualty and keep it current throughout the term of the lease.** Tenant agrees to provide the Landlord with a copy of said policy on demand. Tenant is also advised that protection from rising waters is a separate insurance policy and Tenant should consider the advisability of obtaining a flood insurance policy.

The requirement for renters insurance that provides a minimum of \$100,000 personal liability coverage naming every adult occupant as named insured and the landlord or property owner as additional insured. If the tenant also has a pet, the policy's general liability coverage needs to also cover pet damage to property or people.

13. 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.
14. 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.
15. SUBLEASE OR ASSIGNMENT. Tenant shall not assign or sublet the Premises.
16. 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.

_____ Initials _____ Initials

17. 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.
18. 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. Failure to pay rent.
 - i. Rent not received by Landlord on or before the fourth (4th) day of the month; or
 - ii. Rent not received by Landlord after written demand
 - b. Non-monetary breach.
 - i. Breach of any of the terms of this Lease; or
 - ii. Non-curable breaches including but not limited to damage to property, violations of any law, restriction, rules, ordinance or statute, continued unreasonable disturbance; 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
 - 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.
 - e. 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.

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

19. RENEWAL. Landlord or Tenant shall have **30 days** 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.

_____ Initials _____ Initials

20. ACTIONS AND WAIVER OF JURY TRIAL. Tenant hereby waives the right to jury trial in any action by Landlord against Tenant for possession of the Premises or in any countersuit or lawsuit by Tenant against Landlord, which actions are brought or based upon the terms of this agreement or upon the provisions of Chapter 83, Florida Statutes. Countersuits must be brought in a separate action.

21. QUIET ENJOYMENT. So long as Tenant is not in default, Tenant shall have peaceful possession and quiet enjoyment of the Premises, subject to the terms hereof and matters beyond the control of Landlord.

22. NOTICES.

- a. All notices under this Lease shall be in writing, sent by certified mail, hand-delivered, or by the **email** on record: Molly Joseph - MOLLYJOSEPH729@GMAIL.COM; Michael Espinosa - MESPINOSA580@YAHOO.COM;
- b. Notices to Landlord shall be addressed as follows: Dean & DeWitt Property Management, Inc., **2852 20th Ave N, St Petersburg, FL 33713.**
- c. Notices to Tenant shall be addressed to the Premises.
- 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.

23. MISCELLANEOUS.

- a. ENTIRE AGREEMENT. This Residential Lease Agreement and any written attachments or addenda, contain the entire agreement between the parties. No oral agreements shall be binding. Amendments must be in writing signed by both parties.
- b. NO WAIVER. The failure of Landlord to enforce any provision or term contained herein or to insist upon strict performance by Tenant, shall not be deemed a waiver of Landlord's rights under this Lease.
- c. 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 provisions of the lease shall remain in full force and effect. Gender references are interchangeable.
- d. 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.
- e. 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,
- f. 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.
- g. 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.

_____ Initials _____ Initials

- 24. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 25. 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
- 26. 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.

 X

 X

 X

 X

 X
Landlord

EARLY TERMINATION ADDENDUM

This Addendum to the Lease is for the premises at: **[FullAddress]**.

By this addendum, Tenant has a choice of what happens if Tenant ends the lease early. Tenant can pay a fixed amount OR allow Landlord to charge what is allowed by statute. This choice must be made at the time the Lease is signed. If no choice is made, and Tenant ends the lease early, then Landlord will charge what is allowed by Florida Statutes.

Mark only one Choice. Fill in all blanks before tenant makes the choice.

Choice

1

Tenant agrees, as provided in this addendum, to pay \$_____ (an amount that does not exceed 2 month's rent) to Landlord as liquidated damages or an early termination fee, if Tenant elects to terminate the rental agreement, and Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession.

Tenant will still owe rent (as well as any other charges due under the terms of the lease or Florida law) until the end of the month in which Tenant vacates.

Tenant will not owe any future rent due under the lease with Choice 1.

Choice

2

Tenant does not agree to pay a Liquidated Damage or an Early Termination Fee and Tenant acknowledges that the Landlord may seek damages as provided by law. Tenant may owe future rents as they become due under the lease with Choice 2.

Tenant Date

Tenant Date

Tenant Date

Landlord Date

_____ Initials _____ Initials

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.
16. I understand that I am liable for any damages caused by moving in, between or out of the apartments or building. This includes any damage to the elevator or other building material or equipment. Protective pads must be placed on all items on hardwood floors.
17. I understand that waterbeds are prohibited.
18. I understand that I am responsible for ensuring water from bathroom fixtures including bathtub, shower, sink and toilet does not damage the floor or leak through sub-flooring. I will notify the Landlord immediately of any water leaks.
19. I understand that smoking in units or common areas or anywhere on the property will not be tolerated.
20. I understand that my use of any of the outside amenities or equipment inside units is at my own risk.
21. I also understand that should I misuse or damage any areas or items; I will be asked to reimburse the Landlord for the costs of the damage and of any related liabilities
22. Owners of approved pets are responsible for their pets. Any damage or negative impact of their pets on the enjoyment of the premises by other tenants will not be permitted. This includes having their pets on a leash at all times while on the premises, picking up after the pets (scoop the poop), and avoiding loud and/or continuing barking.
23. Surveillance cameras are affixed on the premises to monitor building items and should not be viewed as a safety feature. Tenant's access to camera recording (if applicable) is based on the Landlord's approval.
24. When moving in, the elevator can be requested for use for a limited time period.
25. No Tenant is allowed to access the roof of the building.
26. Tenants must not enter or walk in the professionally landscaped front area of the building, but always should keep to the designated walk ways.

_____ Initials _____ Initials

HOA ADDENDUM

This lease is subject to HOA Application completion, review and approval. Additionally, if HOA policy changes during tenancy, Property Owner and Management is not responsible (this can include such items as cable, water, cost of pool keys, FOBs, etc)

_____ Initials _____ Initials

MOLD ADDENDUM TO LEASE

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

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

_____ Initials _____ Initials

- Tenant(s) shall report in writing:
- Visible or suspected mold
- 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.

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.

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.

<p>X _____</p>
<p>X _____</p>

<p>X _____</p>
<p>X _____</p>

_____ Initials _____ Initials

PET ADDENDUM

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

- All pets must be confined to the interior of the resident'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 resident 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 pets and discard waste accordingly.
- The resident agrees to be responsible for pest control regarding the pet, including, but not limited to, fleas on the pet or in the apartment. Resident 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.
- Resident agrees to be responsible for any damages his/her pet causes.
- Renter's insurance that covers the pet is required to be submitted.
- 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***

X

X

X

X

X

Landlord

_____ Initials _____ Initials

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 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.

_____ Initials _____ Initials

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.

Resident or Residents

(All residents must sign here)

X _____

X _____

X _____

X _____

Owner or Owner's Representative

(signs here)

X _____
Landlord

_____ Initials _____ Initials

_____ Initials _____ Initials