

# HOME Investment Partnerships Program

## Community Development Block Grant

### Rental Assistance Contract

This Tenant Based Rental Assistance contract (the “**Contract**”) is entered into between the **City of North Miami** (“Program Administrator”), **YMP Center Court, LLC** (“Owner”), and **Joequisha Joseph** (“Tenant”) as of the “**Contract Start Date**” as such terms are identified in **Exhibit A, Project Specific Information**, attached to and incorporated within this Contract.

#### **SECTION 1 – OVERVIEW**

This Contract outlines the roles, responsibilities, and obligations of the Program Administrator, Owner, and Tenant under an emergency Tenant Based Rental Assistance (“**ETBRA**”) Program (the “**Program**”), as described herein, funded by the City of North Miami (the “**PJ**”), which is a participating jurisdiction under the HOME Investment Partnerships Program (“**HOME**”) administered by the United States Department of Housing and Urban Development (“**HUD**”) pursuant to 24 CFR part 92.

The purpose of the Program is to provide emergency housing assistance to assist the Tenant who has experienced financial hardship as a result of the COVID-19 pandemic pursuant to various flexibilities provided for in a HUD memorandum entitled “Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic,” issued on April 10, 2020, as amended (the “**April 2020 TBRA Memo**”) and extended through September 30, 2021 (the “extended waiver period”) on December 4, 2020.

In accordance with the terms of this Contract and Program requirements, the Program Administrator has reviewed the lease agreement for the housing unit identified in Exhibit A (the “**Unit**”) and will make a Rental Assistance Payment for three (3) months not to exceed Four Thousand Dollars (\$4,000.00) to the Owner for the Unit. Under the Program, the Tenant will reside in the Unit according to the terms and conditions of the lease, included as **Exhibit B** (the “**Lease**”) and this Contract. The Owner has leased the unit to the Tenant and will continue to lease the Unit to the Tenant for occupancy with assistance under the Program, according to the terms and conditions of the Lease and this Contract.

#### **SECTION 2 – TERM OF THIS CONTRACT**

The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “**Contract End Date**” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result of default by the Owner or Tenant. The term of this Contract may not extend beyond September 30, 2021, unless HUD extends the waiver authority provided by the April 10, 2020 Memorandum extended by the December 4, 2020 Memorandum (the “extended waiver period”), in which case the Parties may agree to extend the Term of this Contract to no later than such new time as HUD’s waiver of the TBRA requirements in 24 CFR 92.209 expires.

#### **SECTION 3 – HOME ASSISTANCE TO BE PROVIDED**

The right of either the Owner or Tenant to receive TBRA Program assistance under this Contract is, at all times, subject to each party’s compliance with this Contract’s terms and requirements.

### **Rental Assistance Payment**

The rent due each month to the Owner under the Lease is identified in Exhibit A (the “**Contract Rent**”). The Owner shall not increase the ~~Contract Rent~~ during the term of this Contract.

SH

Owner/Representative Initials:

The Program Administrator will provide a one time “**Rental Assistance Payment**” in the amount identified in Exhibit A to the Owner on behalf of the Tenant. The Rental Assistance Payment will be credited against the Contract Rent otherwise due under the Lease.

The Tenant is responsible to the Owner for the “**Tenant Contribution**” identified in Exhibit A and any additional amounts due under the Lease not covered by the Rental Assistance Payment. Neither the Program Administrator nor the PJ assumes any obligation for the Tenant Contribution due monthly to the Owner, or the payment of any claim by the Owner against the Tenant. The Program Administrator's Rental Assistance Payment obligation is limited to making payment in the amount identified in Exhibit A on behalf of the Tenant to the Owner in accordance with this Contract.

## **SECTION 4 – OWNER REQUIREMENTS**

### **4.1 Owner Certification**

During the term of this Contract, the Owner certifies that:

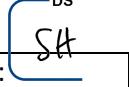
- a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
- b) The Owner will comply in all material respects with this Contract; and
- c) The Unit is leased to and, to the best of the Owner’s knowledge, is occupied by the Tenant; and,
- d) Owner has taken no action and will not take any action to terminate the Lease and cause the Tenant to vacate the Unit without providing written notice of such action to the Tenant and the Program Administrator; and
- e) Other than the Tenant’s Contribution, the Owner has not received and will not receive any payments or other consideration (from the Tenant, HUD, or any other public or private source) for rental of the Unit during the Term of this Contract except as identified in Exhibit A; and
- f) To the best of the Owner’s knowledge, the Unit is used solely as the Tenant’s principal place of residence; and
- g) The Tenant does not own or have any interest in the Unit; and
- h) The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family of the Tenant, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

### **4.2 Rental Assistance Payments and Overpayment**

The right of the Owner to receive payments under this Contract shall be subject to compliance with this Contract’s provisions. The Owner agrees that, absent written notice to the Program Administrator and

return of the Rental Assistance Payment, acceptance of the Rental Assistance Payment shall be conclusive evidence that the Owner received the full amount due.

Throughout the term of this Contract, Owner agrees to waive any late fees associated with the Rental Assistance Payment, provided that such payment is issued by the Program Administrator by the agreed upon date.

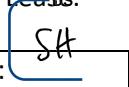
Owner/Representative Initials: 

If the Program Administrator determines that the Owner was not entitled to any payments received, in addition to other remedies, the Program Administrator may require Owner to refund any overpayment to the Program Administrator.

#### **4.3 Property Standards**

Owner must maintain the Unit, and any common areas of the property accessible to the Tenant under the Lease, in decent, safe and sanitary condition and comply with all applicable state or local codes and requirements for rental properties.

Upon notice by the Program Administrator following any inspection (whether conducted in-person or virtually in accordance with the Program guidelines), Owner will promptly correct any violations of Program requirements and this Contract. If the Owner fails to correct such violations, the Program Administrator may terminate this Contract and the Rental Assistance Payment even if the Tenant continues occupancy under the ~~Lease~~.

Owner/Representative Initials: 

#### **4.4 Lead Based Paint**

In accordance with 24 CFR 92.355, Owner will incorporate ongoing lead-based paint maintenance activities into regular building operations and will maintain all painted surfaces in the Unit and common areas accessible by the Tenant, conduct visual assessment of painted surfaces at least annually, and stabilize deteriorated paint following safe work practices.

#### **4.5 Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a) The Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract. Eligibility for HUD's programs, including this Program, must be made without regard to actual or perceived sexual orientation, gender identity, or marital status; and
- b) The Owner must cooperate with the Program Administrator and HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with this Contract; and
- c) The Owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and HOME Program regulations.

#### **4.6 Inspections, Records, and Cooperation**

The Owner agrees to provide any information pertinent to this Contract which the Program Administrator, PJ, or HUD may reasonably require. Further, upon reasonable notice to the Owner, Owner agrees to

provide access to the Program Administrator, PJ, HUD, or their representatives to the Unit, the property on which the Unit is located, and the Owner's records (wherever located) relevant to this Contract and compliance with Program requirements. The Owner further agrees to provide access to such records to the Comptroller General of the United States (commonly known as the Government Accountability Office or "GAO"). The Owner must grant access to relevant computerized or other electronic records and to any computers, equipment, or facilities containing such records, and must provide any information or assistance needed to access the records. Such rights to inspect and review will not expire until five (5) years after the date of expiration or termination of this Contract.

## SECTION 5 – TENANT REQUIREMENTS

### 5.1 Tenant Certification and Representations

During the term of this Contract, Tenant hereby certifies that:

- a) Tenant has truthfully and fully disclosed all information required by the Program Administrator in Tenant's application for assistance, including but not limited to disclosure of all household income; and
- b) The Unit is the Tenant's primary place of residence; and
- c) Other than the Rental Assistance Payment, the Tenant has not received and will not receive any payments or other consideration (from a federal agency or any other public or private source) for rental of the Unit during the Term of this Contract other than those disclosed to the Program Administrator in the application for assistance or as otherwise required herein; and
- d) Tenant has not and will not sublet the Unit, allowed undisclosed persons to occupy the Unit as part of the Tenant's household; and
- e) The Tenant does not own or have any interest in the Unit; and,
- f) The Tenant (including a principal or interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the Owner's family, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving assistance to the Tenant, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities; and
- g) As of the date of this Contract, the Tenant's household occupying the unit includes the following members:

| Name (First, M., Last) | Party to Lease                      | Minor/Under 18                      |
|------------------------|-------------------------------------|-------------------------------------|
| Joequisha Joseph       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Giselle Joseph         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
|                        | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                        | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                        | <input type="checkbox"/>            | <input type="checkbox"/>            |
|                        | <input type="checkbox"/>            | <input type="checkbox"/>            |

### 5.2 Tenant Obligations

During the term of this Contract, Tenant will:

- a) Promptly pay, when due, any portion of the Contract Rent (or other fees due to the Owner under the Lease) not paid by the Rental Assistance Payment; and
- b) Comply with the Lease in all material respects; and
- c) Promptly notify the Program Administrator of (i) any intention to terminate the Lease and/or vacate the Unit or (ii) the presence of any physical deficiencies in the Unit that present an

immediate danger to health and safety (e.g. electrical shorts, gas leaks, etc.) that have not been addressed by the Owner; and

- d) Pursuant to the Lease and the Contract, provide access to the Unit to the Program Administrator, PJ, HUD, or their authorized representatives for the purpose of conducting inspections; and
- e) Provide such information or documentation required by the Program Administrator, PJ, or HUD to determine compliance with this Contract, Program requirements, or other applicable federal laws and regulations; and
- f) Provide prompt notice to the Program Administrator of the anticipated receipt of other rental assistance from any other source whether public or private, including but not limited to the Section 8 Housing Choice Voucher Program.

## **SECTION 6 – PROGRAM ADMINISTRATOR ROLE**

The Program Administrator will (i) determine Tenant and Owner's eligibility for participation in the Program, (ii) monitor Tenant and Owner's compliance with the terms of this Contract, the Program, and HOME regulations, and (iii) provide HOME Assistance to or on behalf of the Tenant as described herein.

The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of either the Owner or Tenant's action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by either the Owner or Tenant.

The Owner is not the agent of the Program Administrator and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Owner, or any suppliers, vendors, employees, contractors, or subcontractors used by the Owner in connection with this Contract.

The Program Administrator does not guarantee and is in no way responsible to the Owner for Tenant's performance under the Lease or for any damages of any sort caused by the Tenant's action or failure to act under the Lease.

Nothing in this Contract shall be construed as creating any right of:

- a) The Tenant to enforce this Contract against the Owner; or
- b) The Owner to enforce this Contract against the Tenant; or
- c) For either the Owner or Tenant to make any claim against HUD or PJ; or
- d) For either Owner or Tenant to make any claim against the Program Administrator other than for the payment of the Rental Assistance Payment due under this Contract.

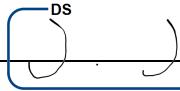
Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, or the Program Administrator under this Contract.

## **SECTION 7 – MODIFICATIONS TO LEASE**

Notwithstanding any other provisions in the Lease, during the term of this Contract Owner and Tenant mutually agree that:

- a) Termination of Tenancy. Any termination of the lease must also comply with all applicable state or local laws, ordinances, regulations, or similar requirements, including as may be applicable emergency orders restricting evictions during declared emergencies or disasters; and

Owner/Representative Initials:  DS

Tenant Initials:  DS

## **SECTION 8 – DEFAULT AND ENFORCEMENT**

### **8.1 Default**

Any of the following will be deemed a default under this Contract:

- a) Any violation of this Contract by the Tenant or Owner; or
- b) A determination by the Program Administrator that the Tenant or Owner has committed fraud or made a false or materially incomplete statement in connection with the Program or this Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program; or
- c) Any fraud, bribery, or any other corrupt or criminal act by a party to this Contract in connection with any Federal Housing assistance program; or
- d) Any determination, in the sole and exclusive judgement of the Program Administrator, that either Tenant or Owner has materially violated the terms of the Lease.

### **8.2 Enforcement**

In the event of a default, the Program Administrator will notify the defaulting party in writing, specifying the nature of the default, required corrective actions, and the deadline for correction. In the event the defaulting party does not cure the default within the time period provided, as may be appropriate based on the defaulting party and nature of the default, Program Administrator may:

- a) Terminate the Owner's or Tenant's participation in the Program and cancel future payments to or on behalf of the Tenant; or
- b) Require the return of payments related to the default made under this Contract; or
- c) Apply to any appropriate court, state or federal, for specific performance, in whole or in part, of the provisions and requirements contained herein or for an injunction against any violation of such provisions and requirements; or
- d) Apply to any appropriate court, state or federal, for such other relief as may be appropriate and allowed by law, since the injury to the Tenant or Program Administrator arising from a default under any of the terms of this Contract would be irreparable and the amount of damage would be difficult to ascertain.

Any delay by the Program Administrator in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order), or concurrently, and as often as the occasion therefore arises.

## **SECTION 9 – MISCELLANEOUS PROVISIONS**

### **9.1 Conflict of Interest**

Pursuant to HOME regulations at 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the PJ or the Program Administrator, individually known as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under this Program or to have a financial interest in or obtain a financial benefit from any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Contract or the proceeds from such

activities. This provision applies to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the PJ or Program Administrator and for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

Owner hereby certifies that, to the best of its knowledge and belief, it has no Conflict of Interest associated with participation in this Program. Owner, including the underlying individual owners if the Owner is a corporation, partnership, or other such entity, is not a Covered Person or an immediate family member of a Covered Person and has no business relationships with a Covered Person.

Tenant hereby certifies that, to the best of its knowledge and belief, they have no Conflict of Interest associated with participation in this Program. Neither Tenant nor another member of the household is a Covered Person or an immediate family member of a Covered Person and has no business ties with a Covered Person.

### **9.2 Assignment**

Neither the Owner nor the Tenant may transfer or assign this Contract to any other party without the prior written approval of the Program Administrator. Any approval of assignment will be in the sole discretion of the Program Administrator and, if approved, is contingent upon the assignee assuming all obligations of the assigning party in writing.

If the Owner requests the Program Administrator consent to assign this Contract to a new owner, the Owner shall supply any information as required by the Program Administrator pertinent to the proposed assignment.

### **9.3 Entire Contract, Interpretation, and Amendments**

- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted and implemented in accordance with all Program requirements, statutory requirements, and HUD requirements, including the HOME program regulations at 24 CFR part 92 and the April 2020 TBRA Memo. The determination of the Program Administrator, who may seek input from PJ and/or HUD as appropriate, will be final.
- c) No changes or amendments may be made to this Contract except those made in writing and signed by all parties hereto.

### **9.4 Headings and Pronouns**

The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.

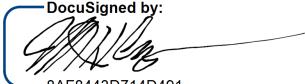
**IN WITNESS THEREOF**, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

|   |   |                 |
|---|---|-----------------|
| <b>Owner</b><br>DocuSigned by:<br><br>EB44800B8F2A2484...<br>Owner/Landlord Representative Signature | Saprina Higgins<br>YMP Center Court, LLC.<br>Owner/Property Manager | Date: 1/15/2021 |
|---|---|-----------------|

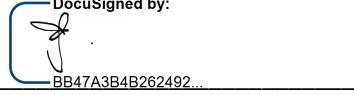
|   |                            |                 |
|---|----------------------------|-----------------|
| <b>Tenant</b><br>DocuSigned by:<br><br>EB64348008204FD...<br>Signature | Joequisha Joseph<br>Tenant | Date: 1/16/2021 |
|---|----------------------------|-----------------|

|  |   |                |
|--|---|----------------|
| <b>Program Administrator</b><br>DocuSigned by:<br><br>B98C99AB13E54BA...<br>Authorized Representative Signature | Alberte Bazile<br>Program Administrator | Date 1/18/2021 |
|--|---|----------------|

**Attest:** **City of North Miami, a Florida Municipal Corporation**

|  |   |                |
|--|---|----------------|
| <b>Approve as to Form and Legal Sufficiency</b><br>DocuSigned by:<br><br>8AF8443D714D491...<br>Signature | Jeff P.H. Cazeau, Esq.<br>City Attorney | Date 1/21/2021 |
|--|---|----------------|

|                   |  |  |                |
|-------------------|--|--|----------------|
| For:<br>Signature | DocuSigned by:<br><br>E0514CC216694D9...<br>DS<br>Signature | Theresa Therilus, Esq.<br>City Manager | Date 1/25/2021 |
|-------------------|--|--|----------------|

|           |  |                                    |                |
|-----------|--|------------------------------------|----------------|
| Signature | DocuSigned by:<br><br>BB47A3B4B262492...<br>Signature | Vanessa Joseph, Esq.<br>City Clerk | Date 1/25/2021 |
|-----------|--|------------------------------------|----------------|

## EXHIBIT A: PROJECT SPECIFIC INFORMATION

| Parties to this Contract  |  |  |
|---|--|--|
| <b>Program Administrator</b>  | City of North Miami  |  |
| <b>Owner</b>  | YMP Center Court, LLC                                      |  |
| <b>Tenant</b>   | Joequisha Joseph   |  |
| Contract Dates  |  |  |
| <b>Contract Start Date:</b> 1/25/2021   | <b>Contract End Date:</b> 09/31/2021                       |  |
| Unit & Lease Information  |  |  |
| <b>Unit</b> (Address and Unit #): 14899 NE 18 Avenue, Apt 6-2A, North Miami, FL 33181   |  |  |
| Lease Start Date: 06/01/2020  | Lease End Date: 05/31/2021                                 |  |
| <b>Contract Rent</b> (total due under Lease): \$829.00 per month  |  |  |
| Rental Assistance   |  |  |
| <b>Tenant Contribution:</b> \$ per month  | <b>Rental Assistance Payment</b> \$829.00 (January)        |  |
| Rental Assistance from Other Programs   |  |  |
| Is other rental assistance (e.g. Section 8/State/Local funds) received? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  |  |
| If yes, monthly amount of \$0.00 paid to <input type="checkbox"/> Tenant or <input type="checkbox"/> Owner from (source):                   |  |  |
| Payment Information   |  |  |
| Rent Payable to:  | YMP Center Court, LLC                                      |  |
| Mailing Address:  | 4500 N State Road 7, Suite 100, Fort Lauderdale, FL, 33319 |  |
| Electronic<br>Payment<br>Instructions   | Financial Institution:                                     | N/A Check will be issued to Landlord/Owner |
|   | Routing Number:  |  |
|   | Account Number   |  |
|   | Account Holder Name:                                       |  |

**EXHIBIT B: EXISTING LEASE**

*{Attach copy of the Lease for the HOME-TBRA assisted Unit}*



Initials \_\_\_\_\_ Resident acknowledges receiving a copy of F.S. 83.49(2)(d) which provides as follows:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

5. KEYS AND FURNITURE. You will be provided \_\_\_\_\_ apartment key(s), \_\_\_\_\_ mailbox key(s), and \_\_\_\_\_ other access devices for \_\_\_\_\_.

Your apartment will be [check one]:  furnished or  unfurnished. See paragraph 9 (Locks and Latches).

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 829.00 per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
- at our online payment site, or
- at \_\_\_\_\_

Prorated rent of \$ \_\_\_\_\_ is due for the remainder of [check one]:  1st month or  2nd month, on \_\_\_\_\_

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don't pay all rent on or before the 5th day of the month, you'll pay an initial late charge of \$ 75.00 plus a late charge of \$ \_\_\_\_\_ per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. You'll also pay a charge of \$ 35.00 for each returned check or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations

provisions are intended to be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

7. UTILITIES. We'll pay for the following items, if checked:

- water  gas  electricity  master antenna
- wastewater  trash  cable TV
- other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. 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 your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident 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 non-rent charges and to rent last. 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.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of 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, we urge all Tenants, 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 your 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). We urge you to get your own insurance for losses to your personal property and/or personal injuries due to theft, fire, rain, flood, hurricane, wind damage, water damage, pipe leaks and the like.

Additionally, you are [check one]:  required to purchase personal liability insurance  not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

## Special Provisions and "What If" Clause

**10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you 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 on the last page

See any additional special provisions.

**11. EARLY MOVE-OUT.** Unless modified by an addendum, if you:

- (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (2) move out at our demand because of your default; or
- (3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

**12. REIMBURSEMENT.** You must promptly reimburse us 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 you or your 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 your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' 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 your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. 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 your property or your property will be subject to the lien at the time you surrender possession or abandon 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 your exclusive use.

**Removal After Surrender or Abandonment.** We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 41 (Deposit Return, Surrender, and Abandonment)).

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

**18. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We 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 Contract.

**19. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly

**Storage.** We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

**14. FAILING TO PAY RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 36 (Move-Out Notice).

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

## While You're Living in the Apartment

In appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. 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. You, your occupants, 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 contribute to the conduct of any kind of business (including child care services) in our 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 your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We 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, occupant, 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.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**20. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. If requested by us, you agree to conduct all further business with us in writing. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law.

**21. PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We 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:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

**22. RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 23 (Military Personnel Clause), 31 (Responsibilities of Owner), 36 (Move-Out Notice), or by separate addendum, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

**23. MILITARY PERSONNEL CLAUSE.** Any "servicemember" as defined in Fla. Stat. §83.43(14) and Fla. Stat. §250.01 may terminate his or her tenancy by providing us with written notice of termination to be effective on the date stated in the notice that is at least 30 days after our receipt of the notice if the criteria as specified in Fla. Stat. §83.682 are met. Your notice to us must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.

After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident is a dependent of a servicemember covered by the U.S. Servicemembers Civil Relief Act, your tenancy may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. Upon termination of your tenancy under this paragraph, the tenant is liable for prorated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of this Lease Contract. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this paragraph.

**24. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices. Upon termination of your tenancy under this paragraph, the tenant is liable for prorated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of the lease.

**Smoke Detectors and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or the carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector and carbon monoxide detectors, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish

security personnel, security fencing, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

**Fire Protection.** Please check only one box:  Fire protection is NOT available or  Fire protection IS AVAILABLE. Description of fire protection available (*not applicable unless the box is checked*):

- Sprinkler System in apartment
- Sprinkler System in common areas
- Smoke detector
- Carbon monoxide detector
- Fire extinguisher
- Other (Describe): \_\_\_\_\_

**Building, Housing, or Health Codes.** We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

**25. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

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 may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. 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. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**Pest Control.** We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraph 28 (When We May Enter) of this Lease and F.S. 83.53 or upon 12 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment

and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

**Waterbeds.** You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

**26. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—it must be submitted through either the online tenant/maintenance portal, or signed and in writing and delivered to our designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part.*

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

**27. ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize assistance animals needed because of a disability for you, your guests, and occupants pursuant to the parameters and guidelines established by federal, state and local Fair Housing laws. We may require a written statement from a qualified professional verifying the need for the support and/or service animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We 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 28 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**28. WHEN WE MAY ENTER.** Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant 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:

- (1) we provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and
- (2) entry is for: responding to your request; making repairs 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 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 connected; 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.

**29. JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 41 (Deposit Return, Surrender, and Abandonment).

### Replacements

**30. REPLACEMENTS AND SUBLetting.** Replacing a resident, sub-letting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents

must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

### Responsibilities of Owner and Resident

**31. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

**32. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you 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 (6) any illegal drugs or paraphernalia are found in your apartment.

**Termination of Rental Agreement - Your Failure to Pay Rent Due.** If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Termination of Rental Agreement - Your Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.**

- (1) If you 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 YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you 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.
- (2) If you 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 YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct

of a similar nature within [REDACTED] five (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

**Other Remedies.** We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs, Attorney fees and all other expenses shall be deemed "costs". Late charges are liquidated damages for

our time, inconvenience and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

**Choice of Remedies and Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

**Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**Remedies Cumulative.** Except where limited or prohibited by law, any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

### General Clauses

**33. MISCELLANEOUS.** You understand and acknowledge that neither we 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 you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you 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 our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract. This Lease Contract is the entire agreement between you and us. Our 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 us or our representatives unless in writing. Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates as actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our non-enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, if you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

**RADON GAS:** We are required by Florida Statute 404.056(5) to give the following notification to you. "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 gas and radon testing may be obtained from your county health department."

**WAIVER OF JURY TRIAL.** In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. **YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.**

**CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES:**

To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

**Consent to Solicitation.** You hereby expressly authorize us, our representative(s), and any collection agency or debt collector (hereinafter collectively referred to as the "Authorized Entities") to communicate with you. The communication may be made through any lawful method for any lawful reason related to amounts due and owing under this Lease. You authorize any and all of the communication methods even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion. You affirmatively state that you are not a criminal sex offender.

**Obligation to Vacate.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the

resident, cease providing cable and the resident will contract directly with the cable provider for such services.

**FORCE MAJEURE:** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**34. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.

**35. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we are; or (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

**When Moving Out**

**36. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term and Termination Notice Requirements). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 22 - Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 22 (Release of Resident), and/or paragraph 23 (Military Personnel Clause). All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term and Termination Notice Requirements), even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the "Holdover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.

**37. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**38. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**39. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

**40. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 27 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner's/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for any charges for replacing all keys and access devices referenced in paragraph 5 (Keys and Furniture) if you fail to return them on or before your actual move-out date.

**41. SURRENDER AND ABANDONMENT.**

**Surrender.** You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 (Keys and Furniture) have been turned in where rent is paid.

**Abandonment.** As set forth in Fla. Stat. s. 83.59(3)(c), in the absence of factual knowledge of abandonment, it shall be presumed that you have abandoned the apartment if you are absent from the apartment for a period of time equal to one-half the time for periodic rental payments; however, this presumption does not apply if the rent is current or you have notified us, in writing, of an intended absence.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions, and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 (Contractual Lien and Property Left in Apartment)), but do not affect our mitigation obligations (paragraph 32 (Default by Resident)).

**Severability, Signatures, Originals and Attachments**

**42. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

Resident or Residents (all sign below)

**43. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and are hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

**Owner or Owner's Representative (signing on behalf of owner)**

**Address and phone number of owner's representative for notice purposes**

14797 NE 18th Ave.

North Miami, FL 33181

(305) 957-7272

Name and address of locator service (if applicable)

**You are legally bound by this document.  
Read it carefully before signing.**

Date form is filled out (same as on top of page 1)

02/14/2020

**SPECIAL PROVISIONS (CONTINUED FROM PAGE 3) RENT PAYMENTS BY DROP BOX.** Residents are advised that the use of the drop box is done at Resident's own risk. Landlord provides this drop box solely as a convenience for Resident. Rent payments deposited in the drop box are not deemed received until actually received and cashed by Landlord. Rent drop box is property of The Landlord and only the Landlord's representatives are authorized to remove any items from this box. Anyone that removes items, vandalizes or tampers with the box will be persecuted to the fullest extent of the law.





**LEASE CONTRACT ADDENDUM  
CHOICE OF DAMAGES, EARLY TERMINATION OF LEASE CONTRACT**



**DWELLING UNIT DESCRIPTION.** Unit No. 6-80, 14899 NE 18th Avenue  
 (street address) in  
North Miami (city), Florida, 33181 (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract Date: February 14, 2020  
 Owner's name: YMF Center Court, LLC

**Residents (list all residents):**

Joequisha Finch

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.

In accordance with Florida Statutes §83.595, in the event you breach the Lease Contract for the dwelling unit, and we have obtained a writ of possession, or you have surrendered possession of the dwelling unit before the lease term expires, or you have abandoned the dwelling unit, you may choose to pay a liquidated damage or early termination fee amount instead of other statutory damages to which we may be entitled. As such, you may elect to pay a fixed amount as specified below under Choice 1 (pursuant to Fla. Stat. §83.595(4)) OR you may elect to allow us to charge what is otherwise allowed by statute under Choice 2 (pursuant to Fla. Stat. §83.595(1), (2) or (3)). This choice must be made at the time the Lease Contract is signed. If no choice is made, and you breach the Lease Contract as set forth herein, then we will charge what is allowed by Florida Statutes and the Lease Contract.

**Mark only one Choice.**

|  |   |
|--|---|
| <b>Choice 1</b><br><br><input checked="" type="checkbox"/> Initial | <p>You agree to pay \$ <u>829.00</u> (an amount that does not exceed 2 month's rent) to us as liquidated damages or early termination fee in accordance with Fla. Stat. §83.595(4) if you breach the Lease Contract and we have obtained a writ of possession, or if you have surrendered possession of the dwelling unit before the lease term expires, or if you have abandoned the dwelling unit, or if you elect to terminate the Lease Contract before the lease term expires. You understand and accept this liquidated damage or early termination fee specified herein, which election is made by you at the inception of the Lease Contract.</p> <p>In the event this Choice 1 is elected, then we are entitled to rent and all other charges (including property damages to the dwelling unit beyond normal wear and tear) accrued through the end of the month in which we retake possession of the dwelling unit, in addition to the liquidated damages or early termination fee amount set forth in this paragraph in accordance with Fla. Stat. §83.595(4). However, we waive the right to seek additional rent beyond the month in which we retake possession.</p> |
| <b>Choice 2</b><br><input type="checkbox"/><br><input checked="" type="checkbox"/> Initial   | <p>You do not agree to liquidated damages or early termination fee and you acknowledge that we may seek damages as provided by law in accordance with Florida Statutes §83.595(1), (2) or (3) if you breach the Lease Contract and we have obtained a writ of possession, or if you have surrendered possession of the dwelling unit before the lease term expires, or if you have abandoned the dwelling unit, or if you elect to terminate the Lease Contract before the lease term expires.</p> <p>In the event this Choice 2 is elected, you may owe future rents as they become due under the lease.</p>   |

**Resident or Residents**  
 (All Residents must sign here)  
Joequisha Finch  
2/14/2020  
 Resident \_\_\_\_\_ Date \_\_\_\_\_

**Owner or Owner's Representative**  
 (Signs here)  
PLW

|          |      |
|----------|------|
| Resident | Date |

**Date of Lease Contract**  
February 14, 2020



**DEFINITION ANNEX TO APARTMENT LEASE****1. Landlord: YMP Center Court, LLC.**

**2. Landlord's Representative:** The management company which manages the Community for Landlord. Landlord's Representative is Landlord's agent.

**Landlord's Address:** 14797 NE 18<sup>th</sup> Ave, North Miami, FL 33181

**Resident(s) Joequisha Finch**

**Resident's Address:** 14899 N.E. 18<sup>th</sup> Ave, North Miami, FL 33181 # 6-8O

1. **Additional Residents:** Giselle Joseph

2. **Community:** Center Court Apartment Homes

3. **Apartment Home:** Center Court

4. **Lease Start Date:** March 1, 2018

5. **Lease End Date:** February 28, 2019

6. **Deposit:** 723.00

**Antenna Deposit:** \$0 (if applicable)

7. **Rent:** \$774.00 per month

8. **Late Charges Date:** The 5<sup>th</sup> day of the month.

After the third if the rent is not received there will be an additional \$0.00 per day until payment is paid in full.

9. **Late Charge:** \$75.00

10. **NSF Charge:** \$50.00

11. **Relet Charge:** 100% of One month's Rent.

16. **Pest Control:** Resident shall pay Landlord upon demand for pest control as additional Rent. [check as applicable]:

Yes  No only if apartment is kept dirty.

17. **Vehicle Make & Model:**

**License Plate:** State:

**Registration:**

**Insurance: Policy #:**

Include: Copy of registration; Copy of Insurance ID Card

1. **Definition Annex:** This Definition Annex to Apartment Lease.

2. **Additional Live-In Resident:** A person who is under 18 years of age, or has a legal guardian, at the time of the Lease Start Date or when the applicable Renewal Term begins, as identified in Resident's rental application or as subsequently changed with the prior written consent of Landlord.

3. **Lease Term:** The term beginning on the Lease Start Date and ending on the Lease End Date. The Lease Term also includes any Renewal Term, or other extension of the Lease. Notwithstanding anything in this Lease to the contrary, the Lease Term shall not exceed 29 years.

4. **Common Areas:** All parking lots, driveways, walkways, passageways, landscaped areas, laundry rooms, recreational areas and other areas and facilities available for common use by residents.

5. **Community Rules:** Any and all written Community policies, rules or procedures, all of which shall be considered part of this Lease.

6. **Landlord's Related Parties:** Collectively, Landlord,

7. Landlord's Representative and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of Landlord and Landlord's Representative.

8. **Resident Parties:** Resident, Additional Live-In Residents and their guests and invitees.

9. **Rent Concession:** Any rent or similar concession, whether by free rent, partially abated rent, reimbursed expenses, waived fees or otherwise.

10. **Losses:** Any claim, action, lien, liability, fine, damages, injury (whether to person or property or resulting in death), cost or expense, including reasonable attorneys' fees (including in-house counsel and appeal).

11. **Claim:** Any claim for relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset.

12. **Enforcement Costs:** Landlord's costs of enforcing the terms of this Lease and of collection, including collection agency costs, litigation costs, and reasonable attorneys' fees (including in-house counsel and appeal), whether or not a lawsuit is brought.

13. **Non-Rent Defaults:** Defaults under this Lease, other than the failure to pay rent or other amounts due under this Lease that are considered "Rent" by applicable law or under this Lease.

14. **Rent Damages:** Rent due and owing, the Late Charge, and Enforcement Costs.

15. **Rent Default Termination Damages:** The total sum of the Relet Charge, 2 months Rent, the cash value of any Rent Concession and the Enforcement Costs.

Attachments:

|  |  |
|--|--|
| <input type="checkbox"/> Appliance Addendum  | <input type="checkbox"/> Change in Resident Addendum |
| <input type="checkbox"/> COLA Addendum       | <input type="checkbox"/> Community Policies          |
| <input type="checkbox"/> Concession Addendum | <input type="checkbox"/> Good Neighbor Commitment    |
| <input type="checkbox"/> Guarantor Addendum  | <input type="checkbox"/> Local Law Addendum          |
| <input type="checkbox"/> No COLA Addendum    | <input type="checkbox"/> Parking Space Addendum      |
| <input type="checkbox"/> Pet Addendum        | <input type="checkbox"/> Renewal Addendum            |
| <input type="checkbox"/> Storage Addendum    | <input type="checkbox"/> Other:                      |

**ADDITIONAL DEFINED TERMS**

THIS IS A BINDING LEGAL DOCUMENT. CAREFULLY READ THIS ENTIRE LEASE, INCLUDING THE DEFINITION ANNEX, EXHIBITS, COMMUNITY RULES, AND ADDENDA, BEFORE SIGNING BELOW.

RESIDENT PROMPTLY SHALL INFORM LANDLORD'S REPRESENTATIVE AT THE ON-SITE MANAGEMENT OFFICE 2915 NW 60<sup>TH</sup> AVE SUNRISE FL 33173 IF RESIDENT HAS ANY PROBLEMS WITH THE APARTMENT HOME OR COMMUNITY. IF RESIDENT IS NOT SATISFIED WITH THE RESPONSE FROM LANDLORD'S REPRESENTATIVE, RESIDENT MAY CONTACT LANDLORD AT 305-949-3141. LANDLORD SHALL RESPOND TO RESIDENT'S COMPLAINT AS IT CONSIDERS APPROPRIATE, WHICH MAY INCLUDE ALLOWING RESIDENT TO MOVE OUT OF THE APARTMENT HOME WITHOUT FURTHER LIABILITY UNDER THE LEASE.

LANDLORD: YMP Center Court, LLC.

Name: *W.H.* Authorized Representative

RESIDENT(S):

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

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**APARTMENT LEASE**

THE PARTIES TO THIS APARTMENT LEASE (this "Lease") are Landlord, acting by and through Landlord's Representative, and Resident. All capitalized terms are defined in the Definition Annex unless otherwise defined in this Lease.

**1. LEASE OF APARTMENT HOME.**

A. Use. Landlord leases to Resident the Apartment Home. Resident may use the Apartment Home only as a private residence and not for any business or commercial use (including child care); however, Resident may maintain a home office in connection with a full-time off-premises business office (including telecommuting) as long as the home office use does not involve the sale of goods or services from or to the Apartment Home.

B. Additional Live-In Residents. Only the Resident and Additional Live-In Residents identified in the Definition Annex may occupy the Apartment Home. Resident may have guest, as long as the resident agrees not to permit any person not listed on the lease to occupy the Apartment more than fourteen (14) days and night during the full term of the lease. Resident agrees to abide by all municipal and state laws and ordinances so as not to create a nuisance and not conduct or initiate activities, which would increase the rate of insurance on the premises.

C. Subleasing Clause: No Resident is allowed to sublease.

**2. LEASE TERM.**

A. Initial Term. The lease of the Apartment Home is for the Lease Term.

**B. Renewal.**

(i) If Resident wants to vacate the Apartment Home on the Lease End Date and terminate the Lease without further liability to Landlord for Rent, Resident must give written notice to Landlord at least 60 days before the Lease End Date of Resident's intent to vacate the Apartment Home (the "Termination Notice"). If Resident has not timely given the Termination Notice to Landlord, then Resident shall be a month-to-month tenant from the scheduled Lease End Date on the terms and conditions in this Lease, except that:

(a) if the Lease End Date is not the last day of the month, then the Rent due for the month in which the Lease End Date occurs shall be the then current monthly Rent prorated from the first day of the month through the Lease End Date plus the Month-to-Month Rent prorated from the Lease End Date through the end of the month;

(b) monthly Rent shall be equal to Month-to-Month Rent beginning on the first day of the first full month after the Lease End Date and thereafter, and

(c) either Landlord or Resident may terminate the month-to-month tenancy and this Lease upon providing written notice at least 30 days before the termination.

Landlord shall give at least 30 days written notice to Resident of the Month-to-Month Rent amount before the Month-to-Month Rent amount is due.

(ii) Resident and Landlord may renew this Lease and extend the Lease Term by executing renewal addendum (the "Renewal Addendum"). If executed by Resident and approved by Landlord, the Renewal Addendum shall have the same force and effect as the execution of a new lease and shall incorporate all of the terms of this Lease except as specifically changed in the Renewal Addendum.

(iii) Prior to the Lease End Date, Landlord may, but shall not be obligated to, send Resident a notice (the "Renewal Option Notice"). The Renewal Option Notice shall remind Resident of the requirements regarding the Termination Notice and the month-to-month tenancy provisions. The Renewal Option Notice also shall notify Resident that if Resident desires to renew the Lease for a renewal term as stated in the Renewal Option Notice (the "Renewal Term"), Resident may so renew by (a) signing and marking the renewal option on a renewal form (the

"Renewal Form") that shall accompany the Renewal Option Notice, and (b) returning the signed and completed Renewal Form to Landlord no later than the date stated in the Renewal Form. The Renewal Option Notice also shall inform Resident of the amount of Rent for the Renewal Term (the "Renewal Rent") and any changes to the terms of the Lease that apply to the Renewal Term.

If Resident does not provide the Termination Notice, but signs and returns the Renewal Form (marked as a renewal) to Landlord, then Resident shall be a tenant through the Renewal Term on the same terms of this Lease except:

(X) as specifically changed in the Renewal Option Notice,

(Y) if the start date for the Renewal Term is not the first day of the month, then the Rent due for the month in which the Lease End Date occurs shall be the then current monthly Rent, prorated from the first day of the month through the Lease End Date plus the Renewal Rent prorated from the start date of the Renewal Term through the end of the Month, and

(Z) the monthly Rent shall be the Renewal Rent commencing on the first day of the first full month of the Renewal Term and thereafter. Landlord may repeat this renewal procedure before each Renewal Term expires, and Resident may accept renewal in the same manner.

If Resident does not provide the Termination Notice, and does not sign and return the Renewal Form (marked as a renewal) to Landlord, Resident shall be a month-to-month tenant under this Lease.

C. Delaying Possession. If Landlord is unable to deliver possession of the Apartment Home to Resident on the Lease Start Date for any reason, Landlord shall not be in default under this Lease or liable to Resident for such delay and this Lease shall remain in force subject to the following:

(i) Rent shall abate on a daily basis during the delay, and

(ii) if the delay in possession extends for more than 5 days, Resident may terminate this Lease by giving written notice to Landlord no later than the 10<sup>th</sup> day after the Lease Start Date.

If Resident terminates the Lease, Resident shall be entitled only to a refund of the Deposit and any pre-paid Rent and this Lease shall be null and void. Resident shall not have the right to abate Rent or terminate this Lease because of cleaning or repair delays which do not prevent occupancy by Resident. If Landlord provides a Rent concession or abatement (in the month of occupancy or thereafter) with respect to the condition of the Apartment Home or otherwise, the same shall not be a waiver by Landlord of its right to collect the full Rent due under this Lease for any other month.

D. Early Termination. Resident may terminate this Lease before the end of the Lease Term under the following conditions and by following these procedures:

(i) Resident gives Landlord written notice signed by any Resident of the early termination at least 60 days before the date that Resident desires to end the Lease;

(ii) Resident receives written confirmation from Landlord that Landlord has received this notice;

(iii) Resident is not in default of this Lease both when Resident gives the notice and on the date of early termination;

(iv) Resident pays Landlord all Rent and other amounts due through the date of termination, plus the Relet Charge and any Rent Concession, before the early termination date; and

(v) Resident vacates the Apartment Home on the early termination date in the manner provided in this Lease.

Resident may not terminate early under this paragraph if there are less than 3 months remaining on the Lease Term. Early termination shall not release Resident from any liability for damage to the Apartment Home or from the payment of Rent and other amounts when due, through the early termination date. The Relet Charge is not a lease cancellation or buyout fee or penalty and is intended to be an enforceable estimate of the amount of damages that will probably ensue as a result of an early termination. Actual damages of Landlord's lost rent and other damages from the early termination of this Lease would be difficult to determine with any certainty. The Relet Charge is a reasonable estimate of such damages (assuming that Resident has given Landlord the required 60 days prior written notice of termination), including Landlord's costs of making the Apartment Home "rent-ready", such as cleaning, painting, repairing and marketing the Apartment Home. The provisions of this paragraph do not apply to a month-to-month tenancy.

**E. Notice of Termination.** After Resident gives the notice of intent to vacate or terminate under this section (including a Termination Notice), Resident cannot change Resident's move-out date as stated in the notice without Landlord's prior written approval. Verbal notice shall not be sufficient to constitute notice of intent to vacate or terminate. Except for an early termination under this section, Resident's move out from the Apartment Home before the last day of the Lease Term or before the date of termination of the month-to-month tenancy shall not terminate this Lease or release Resident from liability under this Lease.

### 3. **RENT.**

**A. Monthly Rent.** Resident shall pay the Rent specified in the Definition Annex each calendar month. Resident shall pay the first month's Rent before the Lease Start Date. If Resident does not pay the first month's Rent before the Lease Start Date, this Lease shall be null and void and of no force or effect. If the Lease Start Date is not the first day of the month, Rent shall be prorated from the Lease Start Date through the last day of the month and shall be payable on the Lease Start Date. If this Lease ends on a day other than the last day of a month, Rent for the final month shall be prorated from the first day of the final month through the Lease End Date. Except for a payment due date stated in a separate utility bill sent to Resident, and except for the first month's Rent, Rent and all other amounts to be paid by Resident to Landlord under this Lease are due and payable in advance and without demand, setoff or deduction at the Landlord's Address on the 1<sup>st</sup> day of each calendar month, and Resident shall be in default under this Lease if Resident fails to pay by that date.

Landlord may require Resident to pay Rent to an address other than Landlord's Address specified above. If Resident delivers Rent or any other payment hereunder by mail, Resident ASSUMES THE RISK that the Rent or other payment is lost or delayed in delivery, and Resident shall be liable and responsible for the failure to make such lost or delayed Rent or other payment. Landlord may require Resident to pay Rent and other amounts due under this Lease by certified check, cashier's check, money order, or direct debit and by one monthly payment rather than multiple payments. Landlord may convert Resident's check to an electronic deposit or an electronic transmission (ACH) for processing; however, Resident may elect not to have Resident's check used to authorize an ACH debit by calling the on-site management office. Landlord shall not be liable for any Loss related to any inaccuracies or mistakes made in the inputting of data or electronic deposit of such check, except to the extent caused by the gross negligence or willful misconduct of Landlord.

**B. Late Payment and Late Fees.** If in any month Resident does not pay and Landlord does not receive all Rent and all other amounts due under this Lease before the Late Charges Date, Resident shall pay the Late Charge to the date that Rent and such other amounts are paid in full. Actual damages to Landlord resulting from Resident's failure to pay Rent and other amounts when due would be difficult to determine with any certainty. The Late Charge is a reasonable estimate of Landlord's costs and expenses necessarily incurred as a result of Resident's failure to pay, (including the lost time value of monies owed and employee time and other costs associated with tracking late amounts, giving

notice of late amounts and other collection-related activities). The Late Charge does not constitute a waiver by Landlord of Landlord's remedies or of the due date of the payment of Rent and other amounts.

**C. Returned Checks or Rejected Credit Card Payment.** If a check from Resident is returned to Landlord by a bank or other entity for any reason, or if any credit card or debit card payment from Resident to Landlord is rejected, then:

- (i) Resident shall pay to Landlord the NSF Charge;
- (ii) Resident shall pay to Landlord the Late Charge from the initial date due until the Rent and other amounts are paid in full;
- (iii) Landlord retains all other rights and remedies under this Lease for default; and
- (iv) Landlord reserves the right to refer the matter for criminal prosecution.

**D. Rent Concession.** If Landlord provides a Rent Concession, such Rent Concession is not a waiver by Landlord of its right to collect the full Rent due under this Lease for any other month. If Landlord provides a Rent Concession and Resident subsequently defaults under this Lease or terminates early, Resident shall immediately pay Landlord the cash equivalent value of the entire Rent Concession (in addition to any other damages or amounts owing under this Lease arising from such default or early termination) unless such Rent Concession otherwise is forgiven by Landlord.

**E. Fees.** Landlord may charge reasonable fees for the use of the Community's facilities, equipment and services, such as fitness rooms, swimming pools and community rooms. All such fees shall be considered "Rent" if not paid when due.

**F. Taxes.** If any sales, use, excise, gross receipts or similar taxes are imposed on any fees or charges that Resident is required to pay under this Lease, Resident shall pay such tax to Landlord upon receipt of a bill from Landlord.

**G. Application of Funds Received.** Resident's right to possess the Apartment Home and all of Landlord's obligations under this Lease are expressly contingent on the timely payment of Rent and other amounts due under this Lease. Except as otherwise stated in this Lease, all funds received by Landlord (including the Deposit) shall be applied first to amounts that are not considered "Rent" by this Lease or applicable law, then to delinquent Rent and then to current Rent.

### 4. **SECURITY DEPOSIT.**

**A. Deposit.** Resident shall pay the Deposit to Landlord before the Lease Start Date. If Resident does not pay the Deposit to Landlord before the Lease Start Date, Landlord may declare this Lease null and void and of no force or effect. The Deposit is not advance rent and cannot be applied to Rent by Resident.

**B. Use of Deposit.** Landlord can use the Deposit for unpaid Rent or other charges and Losses that are the Resident's responsibility beyond normal wear and tear. However, Landlord shall not be limited to or required to so apply or retain the whole or any portion of the Deposit, but on the contrary, may look to Resident directly and independently for reimbursement for any Losses by Resident or for payment of delinquent Rent or other charges. If Landlord uses a portion of the Deposit for Rent or charges, Resident shall immediately pay to Landlord an amount to bring the Deposit back to the full amount.

**C. Refund of Deposit.** When Resident moves out, Landlord will prepare a list of charges for damages and any unpaid Rent. Landlord can deduct the charges in Section 4.B., if any, from the Deposit and will return the balance with any interest due to Resident, along with the itemized list of deductions, within 30 days after Resident's surrender or abandonment of the Apartment Home. Each Resident must give Landlord written notice of Resident's new address or make other arrangements with Landlord for the return of the Deposit.

At the option of Landlord, Landlord may pay any refund of the Deposit after applying all deductions, by one check payable and delivered to any Resident or one check jointly payable to all

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Residents but delivered to only one Resident. The amount of any refund will be calculated without regard to who paid the Deposit or whose conduct resulted in any deductions. Upon the sale or transfer of the Community by Landlord and transfer of the Deposit to the new owner of the Community (either as a transfer of the Deposit or a credit against the purchase price), Resident shall look solely to such new owner, and not to Landlord, for a refund of the Deposit.

**D. Other Deposits.** If Landlord collects a deposit, other than the Deposit, pursuant to an addendum or this Lease (an "Other Deposit"), then such Other Deposit shall, to the maximum extent permitted by law, not be subject to the provisions of this Lease governing a "security deposit", including any cap on the amount of "security deposit" that may be collected by Landlord or any obligation to accrue and pay interest on a "security deposit" to Landlord. Landlord may, to the maximum extent permitted by law, apply the Other Deposits to any amounts owed by Resident to Landlord.

## 5. UTILITIES.

**A. Landlord's Payment for Utilities.** Landlord shall pay only for those utilities identified in the Definition Annex, which shall not include telephone. Resident gives Landlord the right to select any utility provider and change the same from time to time without notice. Resident shall, at the direction of Landlord, pay for all other utilities (including related deposits, charges, fees and services). The records and all meters in the Community are presumed to be correct for all purposes. Resident shall transfer to Resident's name any utilities required by Landlord to be so transferred.

### B. Direct Billing by Landlord.

(i) Certain utility services, such as water, wastewater/sewer, trash removal, electric, cable TV and gas, may, from time to time, be billed by Landlord to Resident. The Apartment Home may not receive all of the utilities listed in the preceding sentence or the Definition Annex or may receive additional utilities. Resident may be required to contract with or pay directly certain utility providers. Resident shall pay Landlord for those utilities billed by Landlord or Landlord's agent for such billing (a "Utility Bill").

(ii) Landlord may bill Resident for utilities based on a ratio utility billing (RUB), estimate, or actual reading of a submeter for Resident's Apartment Home, as determined by Landlord.

(iii) Landlord may at any time require Resident to pay utility providers directly for Resident's own utility usage on a submetered or other basis as determined by Landlord. Landlord shall give Resident 30 days prior written notice before requiring Resident to begin paying a utility provider directly for Resident's utility usage.

(iv) As a regular part of each monthly Utility Bill, Resident may be charged, in which case Resident shall pay, a reasonable monthly service fee in addition to the utility service charges for which Resident is billed. The monthly service fee is for administration, billing, overhead and similar expenses and charges incurred by Landlord for providing or processing Utility Bills. Landlord may use a third party billing provider to provide all or part of the billing services directly.

(v) Resident agrees to allow Landlord, a billing service provider or any utility providers designated by Landlord, reasonable access to the Apartment Home to read the submeter(s), if any, for Resident's Apartment Home.

(vi) If Resident moves into or out of the Apartment Home on a date other than the first day of the month, Resident will be charged for the full period of time that Resident was living in, occupying, or responsible for payment of Rent or utilities for the Apartment Home. If Resident is in default under this Lease, Resident shall be liable for all charges for utilities through the time it takes for Landlord to retake possession of the Apartment Home, regardless of whether Resident still is occupying the Apartment Home.

**C. Failure to Pay Utilities.** Resident shall pay all charges for utilities on the date specified in a Utility Bill, whether to Landlord or a utility provider. This covenant is independent of every other covenant of this Lease. If Resident is charged for utilities separately from Rent, then such charges shall be deemed "Rent" for purposes of any defaults under this Lease.

Resident shall not allow any utility, other than telephone, to be interrupted or interfered with or disconnected by any means, including the non-payment of a bill, until the end of the Lease Term. If any utility service is disconnected as a result of Resident's negligent act or willful misconduct, Resident shall pay the Utility Reconnect Fee, which shall be added to Resident's next monthly Utility Bill.

**D. Use of Utilities.** Resident shall use the utilities only for ordinary household purposes and shall not waste them. Resident shall not tamper with, adjust or disconnect any metering or submetering system or device.

**E. Change or Interruption in Utility Service.** Utilities now provided, or any utility rates now in effect, may not continue in the future. Resident's responsibility to pay for utilities shall be unaffected by any change in utilities, rate increase and/or reclassification. Landlord may make changes to, or install, utility wires, meters, sub-metering or load management systems, and similar electrical and other utility equipment serving the Apartment Home. This work shall be done in a reasonable manner.

## 6. CONDITION OF APARTMENT HOME.

**A. Move-In Condition Form.** Before Resident takes possession of the Apartment Home, Resident and Landlord shall inspect the physical condition of the Apartment Home. Resident and Landlord shall execute Landlord's move-in and move-out condition form (the "Condition Form"), identifying all material damage or defects with the physical condition of the Apartment Home. Resident's failure to report specific defects or problems on the Condition Form shall be a binding agreement by Resident and conclusive evidence that the Apartment Home is acceptable and in good condition.

Landlord has not made any promises to decorate, alter, repair or improve the Apartment Home, except as stated on the Condition Form. **LANDLORD MAKES NO EXPRESS WARRANTIES REGARDING THE APARTMENT HOME AND COMMUNITY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL EXPRESS WARRANTIES.**

### B. Cleaning and Upkeep of Apartment Home.

(i) Resident shall keep the Apartment Home, including all balconies, patios, and other areas reserved for Resident's private use, in a clean and sanitary condition.

(ii) Resident shall dispose of all garbage and recyclable materials in designated containers and areas in accordance with Landlord's regulations and applicable law. Resident shall not dispose of large items, except as permitted by Landlord. Landlord may charge Resident a fee for improper disposal of garbage.

(iii) Resident shall use all appliances, fixtures and equipment in the Apartment Home and Community in a safe manner and only for the purposes for which they are intended.

(iv) Resident shall maintain a temperature of at least 55°F in the Apartment Home so that the pipes will not freeze.

(v) Resident shall replace light bulbs in all light fixtures at Resident's expense.

(vi) Resident shall maintain all mechanical rooms located in the Apartment Home in compliance with applicable laws.

(vii) If the Apartment Home contains a "Stove Top Fire Stop" or similar canister above the stove, Resident shall be liable for any Loss related to such "Stove Top Fire Stop" or similar canister and shall pay Landlord \$75 for each canister damaged, replaced or not in working order. Resident shall



notify Landlord immediately if any canister is missing or appears damaged.

(viii) Upon taking possession of the Apartment Home, Resident shall confirm that the smoke detector is in good working order, and Resident shall maintain the smoke detector through the Lease Term.

**C. No Alterations.** Resident shall not make any alterations, improvements, or installations to the interior or exterior of the Apartment Home, (including, wallpapering, contact paper, cork boards, mirrored squares, painting, awnings, window guards, shelves, screen doors, carpeting, alarm systems, electrical systems, telephone, computer, cable television outlets, shower head devices, washers, dryers (portable or otherwise), fans, heaters, or air conditioners) without the prior written consent of Landlord. Resident may place a reasonable number of small holes in sheetrock walls and in the grooves of wood paneling to hang pictures. If Landlord permits Resident to install washer, dryer or other appliance,

(i) Landlord may require Resident to permit Landlord to install the same (and to pay Landlord the reasonable costs of installation),

(ii) Landlord may require the use of non-burstable hoses,

(iii) Landlord may require Resident to carry Renter's Liability Insurance with a minimum of \$10,000 per occurrence and \$500 deductible, with Landlord named as an additional insured, and

(iv) Resident shall be liable for any Losses related to the use or presence of such appliance.

Resident shall be liable for all damage caused by any personal property or appliances permitted by Landlord. Resident shall not remove Landlord's fixtures, equipment, monitoring devices, or electronic alarm systems for any reason. If Resident makes any improvements to the Apartment Home (with or without Landlord's consent), such improvements shall, at the option of the Landlord, become the property of Landlord.

**D. Alterations for Disability.** If a Resident or Additional Live-In Resident is disabled, Resident may, at Resident's expense, make reasonable modifications to the Apartment Home to accommodate such disability only after requesting and receiving prior written consent of Landlord. Landlord's consent may be withheld in Landlord's reasonable discretion and may be reasonably conditioned upon Resident agreeing to restore the interior of the Apartment Home to the condition that existed before modification, reasonable wear and tear excepted.

**E. Water Furniture.** Resident shall not place any water furniture in the Apartment Home, except that Resident may place a water bed in the Apartment Home after Resident has provided evidence to Landlord of renter's insurance that covers any property damage related to the water bed. The insurance shall

(i) be in a minimum amount of \$100,000 per occurrence;

(ii) have a deductible of no more than \$500;

(iii) be written by an insurance company licensed to write insurance in the jurisdiction in which the Community is located;

(iv) name Landlord as an additional insured;

(v) provide that it cannot be cancelled, amended or non-renewed without at least 30 days prior written notice to Landlord;

(vi) provide a waiver of subrogation with respect to Landlord; and

(vii) be primary to any insurance carried by Landlord. Resident shall maintain such insurance in effect for so long as the water bed is in the Apartment Home.

Resident shall be liable for any Loss and shall indemnify and hold harmless Landlord with respect to the water bed. The presence of the insurance does not relieve Resident of any liability with respect to the water bed.

**F. Signal Reception Devices.** Resident may install signal reception devices (a "satellite dish or antenna") used to receive direct broadcast satellite services, receive or transmit fixed wireless signals via satellite, receive video programming services via multipoint distribution services, receive or transmit fixed wireless signals other than via satellite, and/or receive television broadcast signals at the Apartment Home, subject to the following conditions:

(i) A satellite dish or antenna may not be installed by Resident if the service received by such satellite dish or antenna is available to Resident through the building's master antenna system (if installed) at a cost comparable to the cost of Resident's proposed individual service.

(ii) A satellite dish or antenna may not exceed one meter (3.3 feet) in diameter.

(iii) The location of the satellite dish or antenna is limited to inside the Apartment Home or on a balcony or balcony railing, patio or terrace that is under the exclusive control of Resident. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or Common Area or in an area that other residents are allowed to use.

(iv) Resident's installation (a) must comply with reasonable safety standards; (b) may not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties; (c) may not be connected to Landlord's telecommunications systems; and (d) may not be connected to Landlord's electrical systems except by plugging into a 110-volt duplex receptacle. Installation must be in accordance with all applicable federal, state and local laws and in a manner that will not damage the Apartment Home.

A satellite dish or antenna that is placed in a permitted outside area, must be safely secured by one of three methods: (x) securely attaching it to a portable, heavy object such as a small slab of concrete; (y) clamping it to a part of the building's exterior that lies within the Resident's Apartment Home (such as balcony or patio railing without protruding over the railing); or (z) any other methods approved by Landlord. No other methods of attachment are allowed. Landlord may require reasonable screening of the satellite dish or antenna that does not impair reception or transmission.

(v) Resident may not damage or alter the Apartment Home and may not drill holes through outside walls, door jambs, windowsills and the like. If Resident's satellite dish or antenna is located outside the Apartment Home (such as on a balcony or patio) the signals received by it may be transmitted to the interior of Resident's Apartment Home only by the following methods:

(a) running a flat cable under a door jamb or window sash in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window;

(b) running a traditional or flat cable through a pre-existing hole in the wall that will not need to be enlarged to accommodate the cable;

(c) connecting cables through a window pane similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window, without drilling a hole through the window;

(d) wireless transmission of the signal from the satellite dish or antenna to a device inside the Apartment Home; or

(e) any other method approved by Landlord.

(vi) Resident shall maintain the satellite dish, antenna and all related equipment.

(vii) Resident shall remove the satellite dish or antenna and other related equipment when Resident moves out of the Apartment Home. Resident shall pay for any damages and

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for the cost of repairs or repainting which may be reasonably necessary to restore the Apartment Home to its condition prior to the installation of Resident's satellite dish, antenna or related equipment, ordinary wear and tear excepted.

(viii) As long as the satellite dish and antenna are installed in the Apartment Home, Resident shall maintain and provide Landlord with evidence of liability insurance in the amount of \$10,000 naming Landlord as an additional insured to protect Landlord against Losses relating to Resident's satellite dish or antenna. Resident shall hold harmless and indemnify Landlord's Related Parties against any Losses related to the use, maintenance or presence of Resident's satellite dish, antenna or related equipment.

(ix) Resident's Antenna Deposit shall be designated for the purpose of offsetting possible repair costs, damages, or failure to remove at time of move out. This security deposit does not imply a right to drill or otherwise alter the Apartment Home or Common Areas.

(x) Resident may start installation of Resident's satellite dish or antenna only after Resident has: (a) provided Landlord with a copy of written proof of the liability insurance referred to in this section; and (b) paid the Antenna Deposit referred to in this section. After Resident has met the requirements in this section, Landlord shall issue Landlord's written authorization on the Community's satellite dish approval form.

G. Damage to Apartment Home. Resident shall pay to Landlord within 5 days after demand the Loss incurred by Landlord caused by any Resident Party or pets or animals. Landlord may demand such payment either before or after a repair is made. Landlord's delay in demanding such payment is not a waiver of Landlord's right to demand such payment.

#### H. Mold Remediation.

(i) Resident shall use best efforts to prevent conditions in the Apartment Home that could create an environment conducive to mold growth, including:

(a) Controlling indoor temperature and humidity by maintaining fresh air circulation, using the HVAC system during hot weather, and not running the air conditioner with windows or balcony doors open. Tenant accepts responsibility for condensation and potential mold development if air conditioning is consistently run with the windows or balcony doors open.

(b) Not disconnecting, altering or otherwise changing the HVAC system, bathroom, and kitchen exhaust fans;

(c) Arranging furniture so as not to block airflow or thermostats;

(d) Not installing any vapor barriers that can trap moisture in interior wall cavities, such as wall paper or paneling;

(e) Not installing carpet in wet areas, such as kitchens or bathrooms, or on balconies;

(f) Not storing paper and cardboard in unventilated areas;

(g) Drying surfaces that develop condensation;

(h) Using bathroom exhaust fans when showering;

(i) Preventing elevated humidity levels from fish tanks and humidifiers;

(j) Placing saucers underneath houseplants and avoiding excessive numbers of house plants;

(k) Using exhaust fans when cooking, washing dishes or house cleaning;

(l) Not obstructing or otherwise blocking building weep screens, drains, gutters, or any other means of water drainage from the building or balconies. Residents agree to notify building management if bathroom or kitchen sealants crack, dry out, rot, or are otherwise compromised;

(m) Preventing rainwater from entering the Apartment Home;

(n) Cleaning and drying any damp surfaces, carpeting or personal property within 48 hours of the dampness occurring;

(o) Conducting visual inspections of the Apartment Home at least once a month for plumbing and other water leaks and reporting plumbing leaks or uncontrollable moisture to the management office promptly;

(p) Conducting visual inspections of the Apartment Home at least once a month for mold on window frames, carpets, tiles, plants, personal property, wallpaper, books, and papers and regularly cleaning small amounts of mold or mildew, for example on bathtub areas and window sills, with detergent and drying the surface; and

(q) Not bringing any personal property into the Apartment Home that contains visible mold.

(ii) If suspect fungal growth or excessive moisture develops Resident shall notify Landlord immediately and shall remedy any such conditions caused by any Resident Party. Landlord's Related Parties are not responsible for the consequences of any conduct of any Resident Party that leads to or exacerbates mold growth, and Resident shall indemnify and hold harmless Landlord's Related Parties from any Loss related to such conduct.

Resident promptly shall report to Landlord, in writing, any actual or potential moisture or mold problem, regardless of what may have caused such problem. Failure to make a prompt written report of any such potential moisture or mold problem constitutes a default and an unconditional waiver and release of Claims relating to the unreported conditions.

(iii) If Landlord notifies Resident of Landlord's intention to remediate mold in the Apartment Home, Resident shall provide immediate access to the Apartment Home to permit Landlord to remediate any problem. If Landlord determines that Resident should vacate the Apartment Home during remediation, Resident will relocate (at Landlord's expense) to another Apartment Home within the Community for the period of time necessary to complete such remediation.

If another Apartment Home within the Community is not available for the relocation, as determined by Landlord, Landlord shall provide Resident either (a) relocation at Landlord's expense to another nearby community owned or operated by Landlord or its affiliate, or (b) termination of the Lease without any financial obligation beyond the date of such termination. Resident's refusal to relocate in accordance with these provisions, or any other interference with Landlord's remediation efforts, shall constitute a breach of this Lease by Resident and an unconditional waiver and release of any Claims related to exposure to or the presence of mold. Upon Resident's breach of any provision of this section, Landlord may terminate this Lease, evict Resident immediately and exercise all other remedies for breach of this Lease.

(iv) If (a) Resident has made a good faith written report to the Community manager of an actual mold problem in Resident's Apartment Home, and (b) within 5 days after such report Landlord has not (I) taken any action to inspect or remediate mold in Resident's Apartment Home, or (II) given Resident a plan of remediation for Resident's Apartment Home, then, and only then, Resident may terminate this



Lease without any financial obligation beyond the date of such termination.

Resident shall not be released from any Claims related to Rent or other amounts due and owing under this Lease. If Resident is found to be partially or wholly liable for the mold infestation and cost of remediation, Resident shall be responsible for all Losses suffered by Landlord, including any concessions made by Landlord.

**I. Emergencies.** If an emergency or other event occurs which, in Landlord's reasonable opinion, jeopardizes the health, safety or welfare of Resident Parties or persons in the Community, Landlord may

(i) lock-out, or otherwise prohibit, Resident from entering the Apartment Home for a reasonable period of time, and such action shall not constitute constructive or actual eviction, or

(ii) terminate this Lease by written notice to Resident.

**J. Basements.** Resident may use the finished basement, if any, in the Apartment Home as living space as long as the occupancy limits for the Apartment Home are not exceeded. Resident acknowledges that the basement may not be flood free, and Landlord shall not be liable for any Losses arising from the use of the basement.

**K. Fireplaces.** Resident shall be liable for any Losses resulting from the use of any fireplace located in the Apartment Home.

**7. REPAIRS AND MALFUNCTIONS.** Resident shall request promptly any repairs to be made to the Apartment Home or its contents, fixtures, security devices and other equipment that belong to Landlord. Resident must notify Landlord immediately of any malfunction or damage caused by fire, water or similar cause and of any water leaks, electrical problems, heating problems, broken locks or latches or other condition that may pose a hazard to health, property or safety. Upon receipt of a request, Landlord shall act with reasonable diligence to make the repairs and this Lease shall continue and the Rent shall not abate.

The Resident's request for repair is Resident's agreement for Landlord to enter the Apartment Home to perform the repair. Landlord may decide not to enter the Apartment Home if a person under 18 years old is present without a person 18 years or older also present. Landlord temporarily may turn off equipment and interrupt utilities to avoid damage to property or to perform maintenance and this shall not constitute constructive eviction of Resident. If a request for repair is not made in writing, Resident must establish when Resident made the request.

#### **8. KEYS AND LOCKS.**

**A. Ownership of Keys and Access Cards.** All keys, access cards and remote controls are the sole property of Landlord. Landlord may charge a deposit for any key, access card or remote control, and may charge a fee if any key, access card or remote control is lost or not returned. Resident shall be liable for any Loss related to the improper use of any key, access card or remote control. At the termination of this Lease, Resident shall return all keys, access cards and remote controls to Landlord.

**B. Change in Locks.** Resident shall not install additional or different locks or gates on any door or window of the Apartment Home without the prior written permission of Landlord. If Landlord approves Resident's request to install such locks, Resident shall provide Landlord with a key for each lock and shall reimburse Landlord all reasonable costs incurred to remove such locks. Resident shall not duplicate keys for the Apartment Home. Landlord may copy all keys for the Apartment Home, whether provided by Landlord or Resident.

#### **9. COMMUNITY POLICIES.**

**A. Community Rules.** Resident Parties shall comply with the Community Rules. Resident is responsible for the conduct of the Resident Parties. Any guest aged 12 or under must be accompanied by a Resident over 18 years old anywhere in the Community, including Common Areas. Landlord may set a curfew for persons under 18 years old. Landlord may make reasonable policy changes that are applicable to all residents if in

writing and given to Resident. All policy changes shall be effective immediately and shall constitute a part of this Lease. Resident acknowledges receipt of the written Community Rules from Landlord prior to the execution of this Lease and understands that the terms and conditions of the Community Rules are incorporated in this Lease.

**B. Common Areas.** Common Areas are subject to Landlord's exclusive control. Sidewalks, steps, outside hallways, entrances, walkways and stairs shall not be obstructed in any way or used for any purpose other than ingress or egress. Common Areas may not be used for storage or the placement of bicycles, toys, athletic equipment, trash, refuse or similar items. Landlord may impose specific restrictions on Resident's use of the Common Areas by giving notice by sign, letter or other means to Resident, and violation of any such restrictions shall be a default by Resident of this Lease. Resident Parties shall use Common Areas with care and solely at their own risk.

**C. Defacing the Common Areas.** Resident shall not litter the Community grounds or Common Areas, destroy, deface, damage or remove any part of the Apartment Home, Common Areas or other parts of the Community, or light any open fires except in designated fireplaces. Resident shall not display any sign or advertising matter that is visible outside the Apartment Home or is on the Common Areas or otherwise in the Community without Landlord's prior written consent.

**D. Other Improper Conduct.** Resident Parties shall not engage in unlawful, improper, unreasonable or prohibited behavior, all of which shall be a breach of this Lease, including the following:

- (i) loitering in Common Areas or the management or leasing office;
- (ii) playing in landscaped areas;
- (iii) serving alcoholic beverages in Common Areas;
- (iv) loud, disorderly, or unlawful conduct, harassment, or nuisances;
- (v) disturbing, infringing upon, adversely affecting or threatening the rights, comfort, health, safety, property or convenience of others in or near the Community;
- (vi) possessing, selling, or manufacturing illegal drugs or drug paraphernalia;
- (vii) engaging in or threatening violence;
- (viii) possessing a weapon prohibited by law;
- (ix) discharging a firearm in the Community;
- (x) displaying or possessing a gun, knife or other weapon in the Common Area in a way that may alarm others;
- (xi) authorizing solicitors or salespersons to enter the Community;
- (xii) operating a business;
- (xiii) bringing hazardous materials into the Community;
- (xiv) using sterno logs in the fireplace; using candles or kerosene lamps or heaters;
- (xv) cooking on a balcony or in the Common Area (other than those in which such cooking is expressly permitted by Landlord);
- (xvi) storing anything in closets which contains gasoline, kerosene, propane or other similar substances;
- (xvii) engaging in any act or practice which will injure the reputation of the Community or cause harm to others; or
- (xviii) violating any law, regulation, ordinance or order.

**E. Landlord's Right to Exclude Persons.** Landlord reserves the right to exclude any Resident Party and other persons

- (i) who, in Landlord's reasonable discretion, are involved in activities, including illegal drug-related activities, which may be harmful to the residents and neighbors of the Community.

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(ii) who, in Landlord's reasonable discretion, cause disturbances at the Community which disrupt the livability of the Community or interfere with the management of the Community or the quiet enjoyment of any resident to their Apartment Home, or

(iii) whose activities at the Community are in violation of any laws.

Landlord may exclude anyone who previously has been evicted from the Community for a Non-Rent Default. Additional Live-In Residents, and guests and invitees who have been notified by Landlord not to return to the Community also may be arrested for criminal trespass if they return to and enter the Community. If Resident has an Additional Live-In Resident, guest or invitee in the Apartment Home or on the Community whose presence at the Community is a violation of this section, Resident shall be in violation of this Lease.

If Resident does not cure such violation within 3 days after receipt of written notice from Landlord, or if Resident again is in violation of this section after receiving a notice of default and right to cure, this Lease shall terminate and Resident shall be in default of this Lease. If such violation may cause imminent harm to any person or property (as determined in Landlord's reasonable discretion), then the 3-day request shall be inapplicable and Resident shall cure the violation immediately upon verbal or written notice from Landlord.

**F. Member Cards.** Landlord may photograph each resident of the Community and give such resident Member Card with his or her picture on the Member Card for identifying individuals who live and have access to the Community and the Common Areas. Landlord may install devices that require use of the Member Cards to gain access. Landlord may require that the Member Card be produced by anyone seeking access, and may exclude access for a reasonable period of time to anyone who does not produce the Member Card until the resident's identity can be verified.

Landlord may disclose Resident information contained on the Member Cards, including photographs, only if Resident consents to disclosure, in accordance with the Community's resident privacy policy or if requested to do so by law enforcement officials. Landlord will not use the Member Cards for commercial purposes. Member Cards may be used only for identifying residents to the Community and not for proof of legal residency or identity to third parties. The Member Cards are the property of Landlord and must be returned upon request or upon termination of this Lease. Landlord shall have no obligation to provide or require the use of Member Cards.

**G. Deliveries.** Landlord may accept deliveries of certain types of parcels at a location specified by the Landlord. If Resident desires Landlord to permit a delivery person to enter the Apartment Home, Resident must execute Landlord's permission form. Landlord's Representatives shall not be liable for any Loss relating to deliveries accepted by Landlord or any entry into Resident's Apartment Home.

**H. Fines.** Landlord may charge Resident a reasonable fine as set forth in the Community Rules.

**10. PARKING AND VEHICLES.** Landlord may regulate and/or prohibit the time, manner, place of parking, number parked, charge for parking, use and/or storage of cars, trucks, recreational and commercial vehicles, motorcycles, mopeds, boats and other motor vehicles ("Motor Vehicles"), and of bicycles, trailers, tricycles, skateboards, roller skates, trampolines, and exercise equipment. Landlord may limit the parking spaces available for guests and invitees and limit the duration that a guest or invitee may park at the Community. A guest or invitee shall not be allowed to park at the Community for more than a reasonable period of time as long as Resident is in compliance with the terms of this Lease.

A Motor Vehicle is unauthorized or illegally parked in the Community if it: (A) has flat tires or other condition rendering it inoperable; (B) is on jacks, blocks or has wheel(s) missing; (C) has no current license or no current inspection sticker; (D) takes up more than one parking space; (E) belongs to a Resident or Additional Live-In Resident who has surrendered or abandoned

the Apartment Home; (F) is parked in a marked handicap space without the legally required handicap insignia; (G) blocks another vehicle from exiting; (H) is parked in a fire lane or designated "no parking" or "restricted parking" area; (I) is parked in a space marked for other resident(s) or Apartment Homes(s); (J) is parked on the grass, sidewalk, patio or staircase; (K) blocks garbage trucks from access to a dumpster; (L) cannot lawfully be operated as a vehicle on the road; (M) has a malfunctioning alarm; or (N) is parked in a designated visitor or office parking space.

Except as permitted by Landlord, Resident shall not perform repairs or maintenance on any Motor Vehicle anywhere in the Community. Motorcycles and mopeds may be parked only in designated areas and must have an operable device to prevent damage to the asphalt from the kickstand or similar support device. Gasoline, fuel grade alcohol or other explosive materials may not be stored at the Community, including, in parking areas. Resident shall be responsible for oil stains and other damage caused by any Motor Vehicle of any Resident Party.

No Motor Vehicle may be parked or stored at the Community unless such Motor Vehicle is regularly used by a Resident Party as a means of transportation. Resident Parties are responsible for the proper operation of vehicle alarms and theft deterrent systems. Landlord may tow, at the expense of the owner and Resident, a Motor Vehicle that is unauthorized or illegally parked at the Community, or parked in violation of this Lease. Landlord shall not be liable for any Losses resulting from such towing.

**11. RESIDENT EQUIPMENT, SERVICES AND FACILITIES.** Landlord may provide for Resident's use various services, equipment and facilities (collectively, the "Facilities"), such as laundry rooms, exercise rooms and facilities, storerooms and swimming pools. Landlord may modify or cancel the Facilities at any time. Resident's use of the Facilities is subject to the Community Rules or the rules or instructions provided at the Community. Resident shall not allow Resident Parties who do not comply with the rules to use the Facilities. Resident may be required to show identification to enter or use the Facilities.

Landlord may deny use or access to any Resident Party who fails to follow instructions or fails to comply with the rules or the requirements of this section. The Facilities are provided for Resident only as an incidental service, and Landlord may not provide any attendants or supervisors. Resident Parties shall use the Facilities wholly at their own risk. Resident shall be responsible for and shall indemnify and hold harmless Landlord's Related Parties for any Loss suffered or sustained by Resident Parties in connection with the use of the Facilities, regardless of whether such Loss results from Landlord's negligence, but excluding Landlord's gross negligence or willful misconduct.

Landlord disclaims, excludes and denies all express and implied warranties with respect to the physical condition and operation of the Facilities provided. The Facilities are for the exclusive use of Resident and Additional Live-In Residents and for invitees and guests of Resident and Additional Live-In Residents as permitted by Landlord.

## 12. LIABILITY

**A. Insurance.** LANDLORD AND LANDLORD'S REPRESENTATIVE ARE NOT INSURERS. LANDLORD STRONGLY RECOMMENDS THAT RESIDENT SECURE INSURANCE TO PROTECT AGAINST PERSONAL INJURY AND PROPERTY DAMAGE, INCLUDING LOSSES FROM THEFT, FIRE, WATER DAMAGE AND VANDALISM.

### B. Personal Safety.

(i) Landlord's Related Parties do not guarantee or warrant Resident's personal security or safety. Landlord has no duty to provide security devices. Any protective steps (such as courtesy patrols or guards) that Landlord takes are neither a guarantee nor warranty against criminal acts or against the violent tendencies of third persons in the Community or otherwise. Resident's personal safety and security is Resident's personal responsibility.

Residents' initials: JF JF JF JF



(ii) Landlord is under no obligation or duty to inspect, test or repair any security device unless the security device was installed by or on behalf of Landlord. Landlord may elect to retain (or cancel) an independent contractor for lockouts, disturbances, fire lane violations and problems similar in nature.

Landlord assumes no responsibility for the security of Resident through the retention of an independent contractor. Landlord has no liability for the acts or omissions, whether negligent, intentional or otherwise, of such independent contractor. The independent contractor is not a police force or a guaranteed deterrent to crime. In the event of criminal activity, Resident should contact the police department.

(iii) Resident shall give Landlord keys, codes or operating devices immediately upon installation of any additional security device in the Apartment Home. Any security devices installed by Resident must comply with all applicable laws. Resident shall provide Landlord with a copy of any necessary permit or license prior to installing any additional security device. Resident shall be liable for any license or other fee, or any fine, related to any additional security device.

C. Release. Resident, for Resident Parties, releases Landlord's Related Parties, and acknowledges and agrees that Landlord's Related Parties shall not be liable for any Loss incurred as a result of the following:

(i) theft, burglary, rape, assault, battery, arson, mischief or other crime, vandalism, fire, smoke, water, lightning, rain, flood, water leaks, hail, ice, snow, wind, explosion, sonic boom, interruption of utilities, electrical shock, defect in any of the contents of the Apartment Home, defects in the Community (including latent defects), acts of God, acts of terror, acts of other residents or their occupants, guests or invitees, or any other cause;

(ii) utility services, outages, interruptions or fluctuations in utilities provided to the Apartment Home;

(iii) the failure of Landlord to deliver possession of the Apartment Home or the termination of this Lease pursuant to the terms of this Lease;

(iv) the use of the Community's equipment, services and facilities;

(v) the storage, disposal or sale of personal property in the Apartment Home, including theft by others and under Section 15;

other than the gross negligence of Landlord or Landlord's employees or agents acting in the course and scope of their engagement at the Community. Resident, for Resident Parties, unconditionally and absolutely releases Landlord's Related Parties from all Losses and waives all claims for offset, setoff or reduction of Rent or diminished rental value of the Apartment Home resulting from such Losses.

Resident shall indemnify and hold harmless Landlord's Related Parties from any Loss related to the use or occupancy of the Apartment Home or Community and from any Claims made by Resident Parties, other than to the extent caused by the negligence or willful misconduct of Landlord.

Residents' initials: JF JF JF

13. ENTRY BY LANDLORD. Landlord and its contractors or servicemen may enter the Apartment Home by key, or by other means, including force, if locks have been installed to which Landlord does not have a key, without notice to, or permission of, Resident at reasonable times (except in an emergency when Landlord may enter at any time) for the following purposes: repairs, extermination, maintenance, emergency, mold remediation, safety or fire inspections; exercising Landlord's lien; leaving notices; retrieving property; preventing waste of utilities; removing unauthorized signs, locks, latches, or window coverings; removing unauthorized animals; installing, repairing or replacing appliances, furniture, equipment or security devices; inspecting the Apartment Home; showing the Apartment Home to building inspectors, fire marshals, lenders, prospective purchasers, or insurance agents, or to prospective residents after

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notification of move-out or lease termination has been given; preventing violations of the laws or this Lease; removing unauthorized occupants; removing safety or health hazards; abating nuisances; allowing persons to enter as authorized by Resident or law, including pursuant to search or arrest warrant; or as otherwise permitted by this Lease.

If the Apartment Home has been equipped with an electronic alarm system approved by Landlord, Landlord may turn the system off to enter the Apartment Home and may enter and allow the alarm to sound for the above-described purposes.

14. ANIMALS. Resident shall not permit any animal, including pets (even temporarily except for service animals of guests or invitees with disabilities), to enter or remain in the Apartment Home or the Community without the prior written consent of Landlord. The presence of an animal without Landlord's consent shall constitute a material breach of this Lease. Landlord may remove an unauthorized animal after giving 24 hours prior written notice of intent to remove the animal. Landlord may turn the animal over to humane society or local authority, in which event the animal shall be considered abandoned. Resident shall be responsible for all kenneling charges. Landlord shall not be liable for any Loss relating to the animal, including damage or injury to any animal, even if Landlord is negligent or if Landlord removes or kennels the animal.

#### 15. ABANDONMENT.

A. When Abandonment Occurs. During the Lease Term, the Apartment Home shall be deemed abandoned when Resident is absent from the Apartment Home without notice to Landlord for at least 10 consecutive days while Rent is late for 10 or more days.

B. Disposition of Personal Property. Landlord does not have any duty to store or sell any of Resident's personal property. If Landlord does store or sell any such personal property, Resident shall pay Landlord the reasonable charges for packing, removing, storing and selling any property removed or stored by Landlord. Landlord may dispose of Resident's personal property in accordance with law.

#### C. Personal Property Upon Death.

(i) Upon the termination of this Lease because of the death of all Residents, Landlord may store such personal property for 5 days after Landlord becomes aware of a Resident's death, and:

(a) release it to Resident's "emergency contact" as designated in Resident's rental application or as otherwise provided in this section, provided that such person or the estate of Resident agrees to pay Landlord all storage costs, and if Resident's personal property is not claimed within such 5 days, it shall be deemed abandoned; or

(b) if a Resident has not designated an "emergency contact," then, unless directed by court order within such 5 days to release the personal property to a specific person, and if not claimed within 10 days after Landlord becomes aware of Resident's death, it shall be deemed abandoned.

(ii) If after the death of a Resident, another Resident remains living, Landlord may treat all of the personal property located in an Apartment Home as belonging to any living Resident, unless otherwise directed by a court order.

(iii) Landlord is not required to select among competing claims to personal property.

#### 16. DEFAULT BY LANDLORD.

A. Landlord's Obligations. Landlord shall act reasonably to:

(i) keep Common Areas of the Community reasonably clean;

(ii) reasonably maintain fixtures, hot water, heating and air conditioning (if provided) equipment within the Apartment Home and the Community;



(iii) remain in substantial compliance with applicable laws regarding the condition of the Apartment Home; and

(iv) make reasonable repairs to the Apartment Home and Common Areas (subject to Resident's obligation to pay for Losses caused by Resident Parties and as otherwise required by this Lease).

**B. Resident's Remedies.** Resident may, **AS ITS SOLE AND EXCLUSIVE REMEDY**, terminate this Lease for violation of Landlord's obligations under this Lease under the following conditions:

(i) Resident makes written request for repair or remedy of the condition or obligation and all Rent and other amounts under this Lease are current; and

(ii) Landlord does not repair or remedy the condition or obligation within a reasonable time after such written request, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; and

(iii) after a reasonable time has lapsed and Landlord has not made a diligent effort to repair or remedy the condition or obligation, Resident has given Landlord written notice of intent to terminate this Lease unless the repair is made within 30 days; and

(iv) the repair has not been made within such 30-day period. If the Lease is terminated pursuant to this section, Landlord shall refund the Deposit and prorated Rent as required by law.

**C. Limitation on Damages.** To the maximum extent permitted by law, Resident, for all Resident Parties, waives all Claims against Landlord's Related Parties and waives any right to specific performance or injunctive relief.

#### 17. **DEFAULT BY RESIDENT.**

**A. Default.** Resident shall be in default of this Lease if:

(i) Resident fails to pay Rent or other lawful amounts when due under this Lease, including reimbursement for damages and repairs;

(ii) any Resident Party violates any covenant or condition of this Lease or any laws with respect to the use or occupancy of the Apartment Home or Community (regardless of whether arrest or conviction occurs);

(iii) Resident abandons the Apartment Home;

(iv) Resident has given incorrect or false information on the rental application;

(v) during the Lease Term, Resident or any Additional Live-In Resident is convicted of, or pleads guilty or "no contest" with respect to, any drug-related offense, sexual offense, crime against person or property, or felony;

(vi) during the Lease Term, Resident or any Additional Live-In Resident is listed on a registry of sex offenders;

(vii) during the Lease Term, any person within the Apartment Home or Community with Resident's consent is or has been convicted of, or pleads guilty or "no contest" with respect to, any drug related offense, sexual offense, crime against person or property, or any felony, that occurs at the Community or the Apartment Home;

(viii) any illegal drugs or paraphernalia are found in the Apartment Home;

(ix) Resident's or any Additional Live-In Resident's first conviction for an illegal sale, manufacture or distribution of any drug in violation of "The Controlled Substance, Drug, Device and Cosmetic Act" that occurs at the Community or the Apartment Home;

(x) Resident's or any Additional Live-In Resident's second violation of any of the provisions of "The Controlled Substance, Drug, Device and Cosmetic Act" that occurs at the Community or the Apartment Home;

(xi) The seizure by law enforcement officials of any illegal drugs that occurs in the Apartment Home; or

(xii) Resident or any Additional Live-In Resident has been or becomes a Specially Designated National or other Blocked Person designated by the United States government as a person who commits or supports terrorism or is involved in international narcotics trafficking.

Resident may exercise any statutory right to cure any default to the extent (but only to the extent) required by law.

**B. Remedies.** Upon default by Resident, after the lapse of any applicable statutory cure period, Landlord shall have all remedies available at law, equity, statute or this Lease, all of which may be pursued individually, successively or together. Upon a default by Resident, Landlord may

(i) collect the Rent Damages, if any, and any other Loss, if any, related to any Non-Rent Defaults; or

(ii) terminate this Lease and collect the Rent Default Termination Damages, if any, and collect any other Loss, if any, related to any Non-Rent Defaults.

Landlord may (with or without demand for performance) terminate Resident's right of occupancy of the Apartment Home by giving Resident the minimum prior written notice required by law to vacate, and be entitled to immediate possession by eviction suit. If Resident vacates or abandons the Apartment Home, Resident expressly waives, to the maximum extent permitted by law, any and all notices to vacate. Upon any default by Resident, Landlord shall be entitled to collect the Enforcement Costs.

If Landlord elects to give a notice to vacate as permitted under **Section 17.F.**, the notice to vacate may be given by any of the following methods:

(i) personal delivery to any Resident; or

(ii) as otherwise permitted by law.

Landlord shall not be deemed to have terminated this Lease unless such termination is in a writing signed by Landlord expressly terminating this Lease. If the monthly Rent that Resident would pay under this Lease through the Lease End Date is less than the Relet Charge, then the portion of the Rent Default Termination Damages consisting of the Relet Charge shall be reduced to equal the amount of such remaining monthly Rent.

The Rent Default Termination Damages are not a lease cancellation or buyout fee or a penalty and are intended to be an enforceable estimate of the amount of damages that will probably ensue from a default. Actual damages of Landlord's lost Rent and other damages from Resident's default would be difficult to determine with certainty, and the Rent Default Termination Damages are a reasonable estimate of those damages, including Landlord's costs of making the Apartment Home "rent ready," such as cleaning, painting, repairing and marketing the Apartment Home.

**C. No Waiver.** If Landlord gives notice to vacate or Landlord files a petition for eviction, Landlord still may accept Rent or other amounts due without

(i) waiving or diminishing Landlord's right of eviction, or other rights under law, equity, statute or this Lease,

(ii) waiving any notice to vacate served upon Resident, or

(iii) waiving Landlord's right to collect from Resident for property damage, past or future Rent or other amounts due under this Lease.

**D. No Duty to Mitigate.** Landlord has no obligation to relet the Apartment Home or otherwise mitigate Landlord's damages if Resident defaults. If applicable law requires Landlord to attempt to mitigate its damages by reletting the Apartment Home, Landlord is not required to relet the Apartment Home before it leases other vacant apartment homes. Landlord may relet the Apartment Home for a period longer or shorter than the remaining Lease Term, and Landlord is not required to relet the Apartment Home at a rent less than, or on terms less advantageous to Landlord than, it is leasing other similar apartment homes.

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If Landlord relets the Apartment Home, any payments made after reletting shall be credited first against the Rent Damages or Rent Default Termination Damages, as the case may be, then to any Losses incurred by Landlord, then to other amounts that are not considered "Rent" by applicable law, then to delinquent Rent and then to current Rent.

E. Credit Reporting. Landlord may report all Lease defaults, including unpaid Rent, other amounts due and/or insufficient funds or returned checks, to any national or local credit bureau or other similar collection or credit reporting service for permanent recordation in Resident's credit record as well as to any national or local tenant reporting bureau.

F. RESIDENT'S WAIVER OF NOTICES. LANDLORD SHALL NOT BE REQUIRED TO GIVE RESIDENT A NOTICE OF DEFAULT, OR AN OPPORTUNITY TO CORRECT ANY DEFAULT. RESIDENT ALSO WAIVES THE RIGHT TO RECEIVE A "NOTICE TO QUIT" OR "NOTICE TO VACATE" FROM LANDLORD. THIS MEANS LANDLORD IS NOT REQUIRED TO NOTIFY RESIDENT TO REMOVE FROM (LEAVE) THE APARTMENT HOME. LANDLORD MAY GIVE RESIDENT A TERMINATION NOTICE (BUT LANDLORD IS NOT OBLIGATED TO GIVE THAT NOTICE.) IF GIVEN, THE TERMINATION NOTICE WILL STATE THE DATE THE LEASE TERM WILL END. RESIDENT MUST LEAVE THE APARTMENT HOME AND GIVE LANDLORD THE KEYS ON OR BEFORE THE TERMINATION DATE. RESIDENT CONTINUES TO BE RESPONSIBLE AS STATED IN THIS LEASE.

Residents' initials: JF JF JF

18. MULTIPLE RESIDENTS. If there is more than one Resident, each Resident is jointly and severally liable for all obligations under this Lease. The violation of this Lease by any Resident Party is a violation by all Residents. Requests and notices from Landlord to any Resident constitutes notice to all Residents and Additional Live-In Residents. A notice from, consent by (including consent for entry into the Apartment Home) or action taken by any Resident is a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by Landlord to one of the Residents shall bind all Residents with the same force and effect as if made to each Resident.

An Additional Live-In Resident who has permanently moved out according to an affidavit signed by a Resident is, at Landlord's option, no longer entitled to occupancy of or keys to the Apartment Home. The termination of such person's right of occupancy of the Apartment Home shall not release such person from any obligations under this Lease unless specifically agreed in writing by Landlord. In eviction suits, any one Resident is the agent of all other Residents in the Apartment Home for purposes of judicial service of citation.

#### 19. RELEASE OF RESIDENT.

A. No Release. Resident shall not be released from this Lease on any grounds, including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-residents, bad health, or any other reason (except as expressly stated in this section).

B. Limited Exception-Military Servicemembers. Resident may terminate this Lease before the Lease End Date by providing the written notice required below if:

(i) Resident enters military service of the United States (as defined in the Servicemembers' Civil Relief Act) after Resident enters into this Lease; or

(ii) Resident was a member of the military service of the United States when the lease was executed and thereafter receives: (I) Orders for a permanent change of station; or (II) Orders to deploy with a military unit for at least 90 days.

In order to terminate this Lease under this "Limited Exception-Military Servicemembers", Resident must give Landlord written notice of termination. The termination shall be effective 30 days

after the first date on which the next rental payment is due and payable. (For example, if Resident gives Landlord notice on January 15th, this Lease would terminate on March 1 with respect to Resident and Resident's dependents). At the time Resident gives such notice, Resident must furnish Landlord with a copy of the servicemember's military orders proving eligibility for the Limited Exception under paragraph B(i)(a) or B(i)(b). Military permission for base housing does not constitute a permanent change of station order. The release under this subsection applies only to the Resident in U.S. military service and such Resident's dependents (including Resident's spouse).

C. Death of All Residents. If all Residents are no longer living, this Lease shall terminate upon the death of the last such Resident, except for those provisions of Section 15 applicable to a deceased Resident's personal property.

#### 20. MOVE OUT PROCEDURES.

A. Move Out Cleaning and Inspection. Resident shall comply with the terms of Landlord's move-out instructions and otherwise peacefully vacate and surrender possession of the Apartment Home in the same condition as when leased, except for ordinary wear and tear. Resident shall clean thoroughly the Apartment Home, including bathrooms, kitchen appliances, windows, furniture, patios, garage and storage rooms, to the same level of cleanliness that existed at the time Resident first took occupancy.

After Resident vacates the Apartment Home, Landlord will inspect the Apartment Home and shall complete the Condition Form. Resident may request in writing that Landlord conduct the inspection in Resident's presence by giving Landlord at least 5 days notice prior to Resident's vacating the Apartment Home. Landlord shall then inform Resident, in writing, of the date and time of the inspection. Any verbal estimate of repairs, charges or deductions given by Landlord's Related Parties shall not bind Landlord.

B. Deductions. In addition to other amounts which Landlord may deduct from the Deposit pursuant to this Lease, Landlord may deduct the following items from the Deposit:

- (i) the cost of cleaning the Apartment Home;
- (ii) Landlord's actual expenses for repairs and damages beyond normal wear and tear to the Apartment Home or its contents;
- (iii) charges for changing the locks if Resident does not leave the keys;
- (iv) damages resulting from Resident's breach of any provision of this Lease and required on this page
- (v) any unpaid Rent or other amounts due to Landlord under the terms of this Lease.

If lawful deductions exceed the total amount of the Deposit, Resident shall pay such excess amount upon written demand by Landlord.

C. Surrender. "Surrender" or "vacating" of the Apartment Home shall occur upon the first to occur of the following events:

- (i) all Residents who signed this Lease live elsewhere and the Lease Term has expired or been terminated; or
- (ii) all keys, access cards and remote openers have been turned in.

#### 21. MISCELLANEOUS.

A. Eminent Domain. If the Apartment Home is taken through the power or threat of the power of eminent domain, the monthly Rent and other amounts due under this Lease shall be paid by Resident to the date of ouster from the Apartment Home, at which time this Lease shall terminate. The taking of part of the Community, but not the Apartment Home, by the power or threat of the power of eminent domain shall not terminate this Lease or be deemed constructive eviction of Resident.

In the event of a taking of the Apartment Home, the entire award for damage to the Apartment Home, both leasehold and reversion, shall be the sole property, right and cause of action of the Landlord, and Resident hereby assigns and conveys to Landlord



all of Resident's right, title and interest, if any, in and to any joint award made pursuant to any such proceedings and authorizes Landlord in the name of Resident to pursue such award for damages and to execute in Resident's name any instrument that may be required to recover such award.

**B. Casualty.** If the Apartment Home becomes unfit for occupancy, as determined by Landlord, whether by casualty or otherwise, Landlord may refuse to repair the same and, by giving written notice to Resident, terminate this Lease.

**C. Notice Requirement.** All notices by Resident to Landlord or Landlord's Representative shall be in writing and delivered to the location where Rent is paid or to Landlord's E-Mail Address. Except for a notice to vacate, notices by Landlord to Resident shall be firmly affixed to the Apartment Home's door or delivered to the Apartment Home or to such other address as Resident may have designated by written notice received by Landlord. Facsimile signatures are binding on all notices.

**D. Entire Agreement.** This Lease, together with the Definition Annex, and Community Rules, and addenda and exhibits attached to this Lease, are a part of, and constitute, the entire agreement between Landlord and Resident with respect to the lease of the Apartment Home, and are considered the "Lease" for this agreement. No prior or contemporaneous agreements or understandings are effective for any purpose. The Lease may not be amended or supplemented except by an agreement in writing signed by Resident and Landlord. No statement of any of Landlord's Related Parties shall modify, add, or delete provisions of this Lease unless in writing signed by Resident and Landlord. This Lease may be executed in multiple copies.

**E. Rental Application.** Resident represents and warrants that all of Resident's statements in the rental application are true and correct and understands that Landlord relied upon these statements in the execution of this Lease. If this Lease is executed prior to approval of Resident's rental application by Landlord, this Lease shall not become effective until Landlord has either tendered the Apartment Home to Resident or approved Resident's application(s) in writing. If any information stated in the rental application changes during the Lease Term, Resident shall immediately notify Landlord in writing of the change.

**F. Non-Recourse Obligation of Landlord.** IN NO EVENT SHALL LANDLORD BE LIABLE TO RESIDENT FOR ANY DAMAGES, COSTS OR EXPENSES IN EXCESS OF LANDLORD'S INTEREST IN THE APARTMENT HOME. ALL JUDGMENTS AGAINST LANDLORD SHALL BE ENFORCED ONLY AGAINST SUCH INTEREST AND NOT AGAINST ANY OTHER PRESENT OR FUTURE ASSET OF LANDLORD. RESIDENT WAIVES ANY RIGHT TO MAKE ANY CLAIM AGAINST OR SEEK TO IMPOSE ANY PERSONAL LIABILITY UPON ANY OF LANDLORD'S RELATED PARTIES.

Residents' initials: JF JF JF JF

**G. Waiver.** The waiver by Landlord of any term contained in this Lease shall not be effective unless in writing and signed by Landlord, and any such waiver shall not be a waiver of any other term or any subsequent breach of the same or any other term of this Lease.

The acceptance of Rent or other amounts due from Resident to Landlord shall not be deemed a waiver of any preceding default by Resident of any term of this Lease, other than the failure of Resident to pay the particular Rent or amount so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent or other amounts.

**H. Landlord's Representative.** Landlord's Representative acts only as agent for Landlord. Responsibility for all obligations of Landlord, including Deposits, rests entirely with Landlord. Landlord's Representative shall have all the rights, powers and benefits of Landlord under this Lease.

**I. Binding Effect.** The covenants and conditions contained in this Lease shall inure to the benefit of and bind the successors and permitted assigns of the parties to this Lease.

**J. Jurisdiction/Governing Law/WAIVER OF JURY TRIAL.** Except as set forth in the section entitled "Arbitration,"

Landlord and Resident agree that any action to enforce or interpret, or related to, this Lease shall be brought in a court of competent jurisdiction in the state in which the Property is located. Landlord and Resident consent to personal jurisdiction and venue in such courts. This Lease shall be governed by and construed in accordance with the laws of the state where the Community is located, without giving effect to the principles of conflict of laws thereof. **LANDLORD AND RESIDENT HEREBY WAIVE THE RIGHT OF TRIAL BY JURY WITH RESPECT TO ANY ACTION BROUGHT TO ENFORCE OR INTERPRET, OR RELATED TO, THIS LEASE.**

**K. Continuing Liability.** No termination or expiration of this Lease shall relieve Resident of any obligation to pay or reimburse sums to Landlord or to indemnify or hold harmless or defend Landlord's Related Parties from any Loss, where such obligation accrues or arises prior to such termination or expiration of this Lease.

**L. Assignment By Landlord.** Nothing in this Lease restricts Landlord's right to sell, convey, ground lease, hypothecate, assign or otherwise deal with the Apartment Home or Community or Landlord's interest under this Lease. A sale, conveyance, or assignment of the Apartment Home or Community will release automatically Landlord from liability under this Lease.

Resident shall look solely to Landlord's transferee for performance of Landlord's obligations relating to the period after such effective date. This Lease will not be affected by any such sale, conveyance, ground lease hypothecation or assignment, and Resident will attorn to Landlord's transferee. Resident accepts the Apartment Home subject to and subordinate to any existing or future recorded mortgage, deed of trust, easement, lien or encumbrance, or, if determined by any lender, superior to any existing or future mortgage or deed of trust.

**M. Standard of Decision.** Unless otherwise expressly provided in this Lease, if Landlord has discretion with respect to any matter, or any consent or approval is to be made by Landlord, such discretion, consent or approval shall be in Landlord's sole, subjective discretion.

**N. Examples Are Not Limitations.** All examples of items or matters included in a description are given as examples only, without limitation as the plain meaning of this page such matter.

**O. DISCLOSURE OF RESIDENT INFORMATION.** RESIDENT ACKNOWLEDGES AND AGREES THAT LANDLORD MAY DISCLOSE INFORMATION WITH RESPECT TO RESIDENT AS REQUIRED BY LAW (SUCH AS SEARCH WARRANTS OR SUBPOENAS), IN COMPLIANCE WITH LAW ENFORCEMENT REQUESTS OR LEGAL NOTICES, WITH RESPECT TO AFFORDABLE OR SUBSIDIZED HOUSING-RELATED GOVERNMENT REQUESTS OR AS AUTHORIZED BY RESIDENT, INCLUDING RENTAL HISTORY.

**P. BACKGROUND INVESTIGATION.** RESIDENT ACKNOWLEDGES AND AGREES THAT, AS STATED IN RESIDENT'S RENTAL APPLICATION, AND TO THE EXTENT PERMITTED BY LAW, LANDLORD MAY REQUEST AN INVESTIGATIVE CONSUMER REPORT CONTAINING INFORMATION OBTAINED THROUGH PERSONAL INTERVIEWS WITH RESIDENT'S LANDLORD, EMPLOYER OR OTHERS WITH WHOM RESIDENT IS ACQUAINTED. THIS INQUIRY MAY INCLUDE INFORMATION AS TO RESIDENT'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, MODE OF LIVING AND CREDIT REPORT.

THE FEDERAL FAIR CREDIT REPORTING ACT REQUIRES LANDLORD TO PROVIDE RESIDENT WITH ADDITIONAL INFORMATION ABOUT THE NATURE AND SCOPE OF THE INVESTIGATION IF RESIDENT PROVIDES A WRITTEN REQUEST OF LANDLORD WITHIN A REASONABLE TIME. IN ADDITION, UPON WRITTEN REQUEST, LANDLORD WILL NOTIFY RESIDENT IF AN INVESTIGATIVE CONSUMER REPORT HAS BEEN OBTAINED RELATING TO



RESIDENT, AND PROVIDE RESIDENT WITH THE NAME AND ADDRESS OF THE CONSUMER-REPORTING AGENCY THAT PREPARED THE REPORT. RESIDENT ALSO MAY REQUEST A COPY OF ANY CONSUMER REPORT OR INVESTIGATIVE CONSUMER REPORT RELATING TO RESIDENT DIRECTLY FROM THE CONSUMER-REPORTING AGENCY.

RESIDENT ACKNOWLEDGES THAT IT RECEIVED A SUMMARY OF RESIDENT'S RIGHTS UNDER THE FAIR CREDIT REPORTING ACT WHEN RESIDENT EXECUTED RESIDENT'S RENTAL APPLICATION. RESIDENT AUTHORIZES LANDLORD, OR ITS AGENT, ATTORNEY OR ASSIGN TO ORDER AND REVIEW ONE OR MORE CONSUMER REPORTS RELATING TO RESIDENT (INCLUDING CREDIT HISTORY, CRIMINAL HISTORY AND RENTAL HISTORY, INCLUDING OTHER PROPERTIES OWNED BY PROPERTY OWNERS AFFILIATED WITH LANDLORD).

RESIDENT AUTHORIZES LANDLORD, OR ITS AGENT, ATTORNEY OR ASSIGN TO ORDER OR PREPARE, AND REVIEW, INVESTIGATIVE CONSUMER REPORTS RELATING TO RESIDENT. RESIDENT UNDERSTANDS AND AUTHORIZES LANDLORD, OR ITS AGENT, ATTORNEY OR ASSIGN TO CONTINUE TO OBTAIN OR PREPARE CONSUMER REPORTS AND INVESTIGATIVE CONSUMER REPORTS ON RESIDENT FOR THE DURATION OF THIS LEASE AND AT ANY TIME THEREAFTER, INCLUDING FOR THE PURPOSES OF COLLECTION OF AMOUNTS RESIDENT MAY OWE UNDER ANY LEASE OR OTHER AGREEMENT.

RESIDENT FURTHER AUTHORIZES AND DIRECTS ALL EMPLOYERS, FINANCIAL INSTITUTIONS, BANKS, CREDITORS, AND RESIDENTIAL MANAGERS/LANDLORDS TO RELEASE ANY AND ALL INFORMATION RELATING TO RESIDENT TO LANDLORD OR ITS AGENT, ATTORNEY OR ASSIGN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS LEASE FOR THE PURPOSE OF LANDLORD PURSUING REMEDIES AGAINST RESIDENT FOR BREACH OF THIS LEASE.

Q. State Law. To the extent that federal law or the laws of the state, county or municipality in which the Community is located impose any requirement on Landlord or Resident that is contrary to any provision of this Lease or prohibit the inclusion in any lease of any provision included in this Lease, this Lease shall be deemed to be amended so as to comply with such law. The reformation of any provision of this Lease shall not invalidate this Lease. If an invalid provision cannot be reformed, it shall be severed and the remaining portions of this Lease shall be enforced.

R. Arbitration. Except for any Excluded Claim (as defined below), any dispute, claim, demand, action, proceeding or cause of action of any kind or nature whatsoever relating to this Lease, whether for damages or for injunctive or other legal, equitable or other relief, whether arising under federal, state, local, common, statutory, regulatory, constitutional or other law, between Resident and Landlord shall be settled by arbitration administered by the American Arbitration Association (the "AAA") in the state in which the Community is located.

If Landlord and Resident cannot agree on the selection of an arbitrator within 15 days after the request for arbitration, the AAA shall select an arbitrator. The determination of the arbitrator in such arbitration shall be final and binding and may be enforced in any court of competent jurisdiction. The arbitrator shall assess the costs of arbitration against the party which is not the substantially prevailing party in such arbitration. An "Excluded Claim" is any action, proceeding or cause of action by Landlord for the eviction of Resident from the Apartment Home, to recover possession of the Apartment Home or to collect past due Rent or other amounts due under the Lease. An Excluded Action shall be brought in a court of competent jurisdiction in the state in which

the Community is located. This section shall survive the termination or expiration of this Lease.

S. Fair Housing. Landlord adheres to the federal Fair Housing Act which stipulates that it is illegal to discriminate against any person in housing practices because of race, color, religion, sex, national origin, disability or familial status. All requirements of the Fair Housing Act and all other federal, state and local laws pertaining to civil rights of the Community's applicants and residents will be followed during all leasing and management activities of the Community.

T. Prorations. Any proration of Rent under this Lease shall be calculated by dividing the Rent by 30 days and multiplying that amount by the applicable number of days in the month.

U. Radon Gas. We are required by Florida Statute 404.026(8) to give the following notification to you: "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."

V. Subordination and Estoppel Letter. This Lease is and shall be subject and subordinate to all ground or underlying leases of the entire Building, if any, and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Building and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Tenant shall execute, within seven (7) days after request, any certificate or recordable document that Landlord may reasonably require acknowledging such subordination and providing such other estoppel information as is reasonably requested. Notwithstanding the foregoing, the party holding the instrument to which this Lease is subordinate shall have the right to recognize and preserve this Lease in the event of any foreclosure sale or possessory action, and in such case, this Lease shall continue in full force and effect at the option of the party holding the superior lien, and shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. For the benefit of Tenant, Landlord shall request (but shall have no obligation to obtain) from its current mortgagee a Subordination, Non-Disturbance and Attornment Agreement (and "SNDA"), in which, if agreed to and requested by mortgagee or lessor, Tenant shall join, under which this Lease and the rights of Tenant hereunder shall not be affected or modified by foreclosure or the exercise of any other right or remedy by the mortgagee so long as Tenant shall not be in default under any of the provisions of this Lease beyond any applicable period of grace, and under which Tenant shall attorn to and recognize the lessor, mortgagee or any purchaser at foreclosure sale or other successor-in-interest to the Landlord as Tenant's Landlord hereunder. The SNDA shall be in the form required by the lender and/or lessor and reasonably acceptable to Tenant. Tenant covenants and agrees to execute and deliver to Landlord or to the lender the SNDA and/or the estoppel letter within seven (7) days after demand. The failure of the Tenant(s) to comply with any of the terms of this provision shall be a material default on the part of Tenant(s) and shall subject the Tenant's lease to immediate termination and the immediate eviction of the Tenant(s).

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