

# **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”), **Infinity SanSouci, LLC** (“Owner”), and **Daniel Melendez & Lisandra Melendez** (“Tenants”) 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.

Owner/Representative Initials: DP

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 ( <i>First, M., Last</i> )	Party to Lease	Minor/Under 18
Daniel Melendez	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lisandra Melendez	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Samuel D. Melendez	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Brandon N. Melendez	<input checked="" 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:

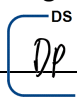
- a) The Tenant to enforce this Contract against the Owner; or
- b) The Owner to enforce this Contract against the Tenant; or
- c) For either the Owner or Tenant to make any claim against HUD or PJ; or
- d) For either Owner or Tenant to make any claim against the Program Administrator other than for 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: 

Tenant Initials: 

## **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.

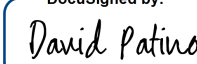
## **9.3 Entire Contract, Interpretation, and Amendments**


- 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.

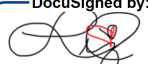
## **9.4 Headings and Pronouns**

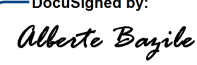
The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns 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>  <small>DocuSigned by:</small> <small>216B4FA939AC4CF...</small> <b>Owner/Landlord Representative Signature</b>	David Patino Infinity SanSouci, LLC <b>Owner/Regional Manager</b>	Date: <b>1/15/2021</b>
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<b>Tenant</b>  <small>DocuSigned by:</small> <small>08D6D40AE7274B7...</small> <b>Signature</b>	Daniel A. Melendez <b>Tenant</b>	Date: <b>1/15/2021</b>
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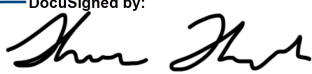
<b>Tenant</b>  <small>DocuSigned by:</small> <small>EE990716D4D8406...</small> <b>Signature</b>	Lisandra Melendez <b>Tenant</b>	Date: <b>1/15/2021</b>
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
<b>Program Administrator</b>  <small>DocuSigned by:</small> <small>B98C99AB43F54BA...</small> <b>Authorized Representative Signature</b>	Alberte Bazile <b>Program Administrator</b>	Date <b>1/18/2021</b>
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**Attest:**

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

<b>Approve as to Form and Legal Sufficiency</b>  <small>DocuSigned by:</small> <small>8AE8443D714D491...</small> <b>Signature</b>	Jeff P.H. Cazeau, Esq. <b>City Attorney</b>	Date <b>1/21/2021</b>
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<b>For:</b>  <small>DocuSigned by:</small> <small>E0514CC216694D9...</small> <b>Signature</b>	Theresa Therilus, Esq. <b>City Manager</b>	Date <b>1/25/2021</b>
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 <small>DocuSigned by:</small> <small>BB47A3B4B262492...</small> <b>Signature</b>	Vanessa Joseph, Esq. <b>City Clerk</b>	Date <b>1/25/2021</b>
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**EXHIBIT A: PROJECT SPECIFIC INFORMATION**

Parties to this Contract		
<b>Program Administrator</b>	City of North Miami	
<b>Owner</b>	Infinity Sansouci, LLC	
<b>Tenant</b>	Daniel & Lisandra Melendez	
Contract Dates		
<b>Contract Start Date:</b>	1/25/2021	<b>Contract End Date:</b> 09/30/2021
Unit & Lease Information		
<b>Unit</b> (Address and Unit #): 11810 NE 19 Dr, Unit 14, North Miami, FL 33181		
Lease Start Date: 06/01/2020		Lease End Date: 4/30/2021
<b>Contract Rent</b> (total due under Lease): \$2,150.00 per month		
Rental Assistance		
<b>Tenant Contribution:</b> \$ per month		<b>Rental Assistance Payment</b> \$4,000.00 (Oct and part of November- Maximum Award)
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		
<b>Rent Payable to:</b>	Infiniti SanSouci, LLC	
<b>Mailing Address:</b>	2000 NE 150 Avenue, Suite 1105-2, Pembroke Pines, FL 33028	
<b>Electronic Payment Instructions</b>	<b>Financial Institution:</b>	N/A Check wil be issued to Landlord/Owner
	<b>Routing Number:</b>	
	<b>Account Number</b>	
	<b>Account Holder Name:</b>	

**EXHIBIT B: EXISTING LEASE**

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

## Infinity Sansounci, LLC

June 17<sup>th</sup>, 2020

**Daniel A. Melendez & Lisandra Melendez**

11810 NE 19<sup>th</sup> Drive - Unit 14  
North Miami, FL 33181

RE: **Lease Expiration**

Dear Tenant,

Through this letter we would like to remind you that your lease expires on April 30th, 2020.

We would like to continue having you as our tenant. For that reason, we have attached to this letter, the new lease agreement, which must be returned to us no later than June 22nd, 2020.

If you decide not to renew your lease, please let us know with 30 days in advance.

Please send documents mentioned above within 15 days of the receipt of this letter. **If we don't get a response, we will automatically convert your lease to a Month to Month and you rent will be increased \$100.00**

If you have any questions, feel free to contact us at 786-955-2251

Thank you for your attention to this matter.

Sincerely,

Anna Gil

**Accounts Receivable Clerk  
Infinity Sansounci , LLC**

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2000 Nw 150<sup>th</sup> Ave Suite 1105-2 - Pembroke Pines, FL 33028

Phones (786) 955-2251 / Fax (305) 503-6976

[www.somaripropertymanagement.com](http://www.somaripropertymanagement.com) - [anna@somaripropertymanagement.com](mailto:anna@somaripropertymanagement.com)

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## SOMARI MANAGEMENT COMPANY

2000 NW 150th Ave • Suite 1105-2 • Pembroke Pines FL 33028  
(786) 955-2251

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# INFINITY SANSOUNCI, LLC LEASE AGREEMENT

## 1.1 RENEWAL LEASE AGREEMENT

Premises Address:	Lease Date:	Initial Lease Term
11810 NE 19th Drive		1 Year
Unit # 14	6/1/2020	5/01/2020
North Miami, FL 33181		4/30/2021

Description:

Commencing: 05/01/2019

Occupancy:

Bedroom : 3 Bed

Bathroom : 2.5 Bath

Monthly Rent	Water Monthly Charge	Pet-Fee (Non Refundable)	Security Deposit:
\$ 2,150.00	\$0.00	\$ 0.00	\$2,100.00

Landlord's Name: Infinity Sansounci, LLC

Address: 2000 NW 150th Ave.

Suite #1105-2

Pembroke Pines, FL 33028

Telephone: (786) 955-2251

**\*\*Security Deposit may not be applied to rent\*\*****Tenants Install their own Electric - Range &****Refrigerator**

Tenant Name(s):

**Financially Responsible**

Daniel A. Melendez

Lisandra Melendez

Names and ages of other occupants:

This Lease Agreement ("Lease" or "Agreement") between **Daniel A. Melendez & Lisandra Melendez** (referred to herein as "Lessee", "tenant" or "you") and **Infinity Sansounci, LLC** (referred to herein as "Lessor" or "Landlord") for the apartment dwelling described

above. But the entire agreement between tenant(s) and Landlord can only be modified only in writing. As used in this lease, "you" means the tenant(s) whose names appear above. If there is more than one resident, you are jointly and severally liable for any payments due to us. "We," "our," or "us" mean the Landlord. "Premises" means the entire apartment community. **UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF ITS PROVISIONS. It was executed by the Tenant(s) and the Landlord on the above "Lease Date"**

## 1.2 SECURITY DEPOSIT

A. Before you may occupy the apartment, you must pay us the full security deposit indicated above. Your security deposit may not be applied by you as rent, but is a good faith deposit for your faithful fulfillment of each condition in this lease and as a contingency against any physical damage to the apartment or premises caused by you or your invitees. Upon expiration of the lease agreement you should deliver the apartment or premises in similar condition in which it was delivered to you upon signing the lease. Any expense the landlord may incur to bring the apartment or premises to conditions similar to the ones in which it was delivered to you it will be deducted from your security deposit. Including but not limiting to cleaning, fixing, painting the apartment or premises or any other damage the unit may present. If you do not fulfill the original term or renewals of this lease, you agree to forfeit your security deposit as a liquidated damage for our re-rental expenses even if we are able to immediately re-rent the apartment for the same or more rent, and even if there are no other damages. In addition, you must pay for any physical damage and all rent due (see paragraph 7).

B. The following is Florida Statute 83.49(3), which we are required to provide to you:

(a) Upon the vacating of the premises for termination of the lease, the Landlord shall have thirty (30) days to return said security deposit, if otherwise required, or in which to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

"This is a notice of my intention to impose a claim for damages in the amount of \$\_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. This is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within fifteen (15) days from the time you receive this notice, or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to 2000 NW 150th Avenue, Suite# 1105-2 Pembroke Pines, Florida 33028

If the Landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant shall object to the imposition of the Landlord's claim or the amount thereof, within fifteen (15) days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his or her claim and remit the balance of the deposit to the tenant.

1 [Signature] [Signature] [Signature]

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs, plus a reasonable fee for his or her attorney. The Court shall advance the cause on the calendar.

**2. RENT:** You agree to pay the monthly rent at the Landlord's address on or before the 1st day of each month. Time is of the essence. Rent payments must be made by check, cash, cashier's check or money order even if there is more than one resident. Payment is not considered made until the instrument is collected. If the rent is paid after the 5th day of the month, a late charge of \$100.00 must be paid, to be considered as additional rent. However, we reserve the right to refuse payment after expiration of our "3-day notice" for rent or possession as provided for in Florida Statutes. All late payments must be made by cashier's check or money order. If your check is dishonored by your bank, you must pay us a service charge of \$39.00 plus any other charges and penalties provided by Florida law and plus any accrued late charge, to be considered additional rent. If two of your checks are dishonored, you must pay future rent by cash, cashier's check or money order. We are not required to redeposit a dishonored check. If the beginning term commences on a day other than the first day of the month, a full month's rent must be paid before you occupy the apartment and the prorated rent for the fractional portion of the first month must be paid on the first day of the second month of this lease. You must pay to us any sales or other taxes, which are due on your rental payments. Any monies that you owe to us shall be deemed rent under this lease. All payments will first be applied to the oldest outstanding balance, if any.

**3. UTILITIES:** Tenant shall be responsible for all utilities and services, including connection fees and deposits, incurred in connection with the Premises. We are not liable for interruption or malfunction in service of any utility due to any cause. If the interruption is our fault, your rent may be abated if service is not restored within a reasonable time. You may not occupy your apartment without electric, water & sewer service under your name.

**4. OCCUPANCY:** Only those persons whose names appear on this lease may occupy the apartment without our prior written consent except guests for not more than seven days. The apartment may be used solely for private housing. You may not assign this lease or sublet any portion of your apartment. If you will be absent for more than fourteen days, you must notify us in writing.

**5. PETS:** NO PETS ARE ALLOWED on premises at any time unless a written approval by the management and the additional PET FEE and a copy of license and all necessary shots is given. Pet definitions are: dogs, cats, reptiles, hamsters, mice, rabbits, etc. Pets of guests or visitors are absolutely forbidden on this property.

**6. POOL RULES: (If Applied)** Children under the age of 18 are not allowed in Pool Area Without an adult Supervision. Pool hours are from 9:00 am to Dusk. You SWIM AT YOUR OWN RISK. No running, No Diving, No Rough Playing, No Glass. No food or alcoholic beverages are allowed on pool, or in pool area.

**7. DEFAULT AND REMEDIES:** If you default in complying with this lease or the law, we have the right to retake possession as provided by Florida law. Rent is accelerated upon default. If you vacate before the end of the lease (even if due to eviction), you must still pay rent for the entire lease or until we re-rent the Premises, plus you must pay \$50.00 for each remaining month or fraction as a liquidated damage for our rental expenses. Under no circumstances can our acceptance of your keys, or receipt or any other action be considered as a retaking for our own account or our agreement to re-rent the Premises. If you or your invitee engages in criminal activity on the premises, such action will be a default for which

the lease may be immediately terminated. In addition to any of the foregoing, Tenant and Landlord have all other rights and remedies provided by law. The prevailing party in any dispute arising out of this lease will be entitled to recover reasonable attorney's fees and any litigation costs.

**8. TERMINATION:** Tenant must notify the Management in writing of their intention to renew or vacate this agreement within 30 days prior to the expiration of this agreement or renewals. If the tenant desires to renew this agreement, tenant must sign the new agreement prior to the expiration date. However, the landlord is under no obligation to renew this agreement. If tenant does not renew the agreement, or the landlord does not agree to any such renewal, the tenant will allow the landlord, manager or agent to enter the dwelling unit to show the unit to prospective tenants.

If any of your property is left in the apartment or on the premises after you vacate or abandon the apartment, we may remove or dispose of that property and you waive any claims for damages as a result of our disposal of the property. If you fail to deliver all keys and vacate on or before your lease termination, you must pay double rent until you do so.

**9. KEYS:** Tenant will be given one or more door key and one mail key. If keys are not returned to Landlord following termination of the lease, Tenant shall be charged \$15.00 by key.

**10. LOCKOUT:** If tenant becomes locked out of the premises, Tenant will be charged \$75.00 to regain entry.

**11. NOTICES:** Any notices from Landlord to Tenant will be deemed delivered when mailed to Tenant at the Premises by first class mail, or personally handed to tenant or anyone in the premises or left at or posted at the Premises in Tenant's absence. Delivery of one copy of a notice is sufficient for all residents. Any notice from Tenant to Landlord will be deemed delivered when received at our office, by certified mail, return receipt requested, or personally delivered to Landlord's office staff during normal business hours at the address on this lease. Such addresses may be changed from time to time by either party by providing written notice to the other party as set forth in this paragraph.

**12. RIGHT TO ENTER:** You consent to our entering your apartment during reasonable hours for any inspections, maintenance and repairs, and pest control procedures which we deem necessary in our sole discretion; and for delivering notices and for other purposes as provided by law or as provided by F.S. §83.57.

**13. REPAIR AND MAINTENANCE:** You acknowledge that you have inspected the apartment and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed by you and us in writing. You are responsible for the removal of trash and garbage from the Premises to the appropriate collection point and for maintaining the Premises in a clean and sanitary condition. However, Tenant will be responsible for any repair estimated at under \$100. Damage to locks or keys lost or damaged by you will be repaired and/or replaced by us at your expense. We will maintain air conditioning and heating equipment, plumbing fixtures and facilities, electrical systems and appliances provided by us.

Any damage to the premises, caused by you or your invitees will be corrected, repaired, or replaced at your expense. You must immediately notify us in writing of any needed maintenance or repair.

You must inspect smoke detector at least once a month to determine if it is working properly, change batteries and needed and notify us.

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of any deficiency. You must clean or change the air conditioning and heating filter monthly, or more often if required.

**14. HOLDOVER:** If Tenant fails to deliver all keys and vacate on or before the lease termination, Tenant must continue to pay to Landlord the lease payments set forth in this Lease and is bound by the conditions in this Lease until Tenant does so.

**15. ALTERATIONS:** You may not make alterations or additions, nor install or maintain in the apartment, or any part of the premises, any fixtures, large appliances, devices, or signs without our written consent. Any alterations, additions or fixtures, which are made or installed, will remain a part of the apartment unless we specifically agree otherwise.

**16. LIABILITY:** We will not be liable for any damage, loss, or injury to persons or property occurring within your apartment or upon the premises, whether caused by us or someone else.

You are responsible for obtaining your own casualty and liability insurance, and, with respect to your family or invitees, agree to save and hold us harmless and indemnify us from any liability. **WE STRONGLY RECOMMEND THAT YOU SECURE INSURANCE TO PROTECT YOURSELF AND YOUR PROPERTY.** Your successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

**17. SECURITY:** We do not provide and have no duty to provide security services for your protection or the protection of your property. You must look solely to the public police for such protection. We will not be liable for failure to provide security services to protect you, your family, or others, or your property from the criminal or wrongful acts of our employees, agents, or others. If, from time to time, we provide any security services, those services are only for the protection of our property and will not constitute a waiver of, or in any manner modify, this disclaimer. **In the event of a threatened or actual hurricane, tornado, flood or other event of nature, tenant shall be solely responsible to secure and protect the premises and your property.**

**18. FIRE AND CASUALTY:** If the Premises become unoccupied because of fire or other casualty or unforeseen event, we may, at our option, terminate this lease or repair the apartment within 30 days. If we elect to repair the apartment, and if the damage is not due to your, your families, or invitee's negligence, the rent will abate during the time you cannot occupy the apartment. Nothing may be used or kept in or about your apartment which would in any way affect the terms and conditions of our fire and extended coverage insurance policy, be a violation of law, or otherwise be a hazard.

**19. WAIVERS:** Landlord acceptance of rent after knowledge of a breach of this lease by you is not a waiver of our rights or an election not to proceed under the provisions of this lease or the law. Our rights and remedies under this lease are cumulative; the use of one or more shall not exclude or waive our right to other remedies. Tenant's rights under this lease are subordinated to any present or future mortgages on the premises. We may assign our interest in this lease. You waive your right to demand a jury trial concerning the litigation of any matters arising between Tenant and Landlord.

**20. POSSESSION:** If the apartment is not ready for your occupancy on the beginning date of this lease due to causes beyond our control, the beginning date may be extended up to 50 days or the lease may be voided at our option. We shall not be liable for any of your expenses caused by such delay or termination.

**21. APPLICATION:** If any information given by you in your application is false or not complete, we may, at our option, terminate

this lease and will notify us promptly in writing of any change in the information provided to us in your application.

**22. RADON GAS:** We are required by Florida Statute 404.056(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."

**23. POLICIES:** In addition to the policies below, you must observe any other reasonable policies which may be given to you now or are later implemented by us.

- Except for automobiles, no vehicles (including motorcycles, trucks, boats or boat trailers, campers, travel trailers, and motor homes) may be parked on the premises without our prior written consent. All vehicles must be currently licensed and in good operating condition and must be parked only within spaces provided for parking. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single designated parking space, or in entrances or exits. Any violations of the foregoing rules will subject the vehicle to being towed without notice at the owner's expense. We are not liable for any damage arising as a result of towing. You acknowledge that it is your responsibility to advise your invitees of the proper manner for the parking of their vehicles, and you further agree to determine in each case that they have complied therewith. You agree to indemnify and hold us harmless for any claims by your guests or invitees for the towing of their vehicles for violation of these rules; you agree to pay for said towing and other charges related thereto as additional rent to be paid immediately. We may impose additional parking regulations including limiting the number of vehicles which you or your guests may park on the premises, requiring the use of parking blocks on vehicles and for assigning parking spaces.

No more than one vehicle is allowed for each adult resident without our written consent. Residents shall abide by parking requirements of condominium association.

- No vehicle maintenance or repairs or similar activities may be performed on the premises.
- Solicitation by you or others is not allowed on the premises.
- No awnings or other projections, including air conditioners, television or radio antennas, or wiring may be attached to or extended from the outside of any apartment or building except by us.
- Locks may not be altered nor may new locks, knockers, or other door or window attachments be installed without our prior written consent.
- No noise, music, or other sounds, or conduct or attire (or lack of) is permitted at anytime which may disturb or annoy other persons. Certain attire may be prohibited such as "I-back" swimwear.

(6) No spikes, adhesives, screws, hooks, nails, or the like may be driven into or applied to the walls, ceilings, floors, doors, or other surfaces without our prior written consent except that small nails may be used for hanging wall decorations. You are responsible for the cost of repairing any holes.

(7) No water-filled furniture is permitted except waterbeds. Waterbeds are not permitted unless we are first protected as a loss under an insurance policy approved by us.

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**1.3 ADDENDUM**

(Residential Leases 2018)

Florida Statute 83.49(2) provides:

The Landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the Landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The Landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any Landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:

1. Be given in person or by mail to the tenant.
2. State the name and address of the depository where the advance rent or security deposit is being held or state that the Landlord has posted a surety bond as provided by law.
3. State whether the tenant is entitled to interest on the deposit.
4. Contain the following disclosure:

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 stating your objections 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.

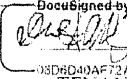

If the Landlord fails to timely mail you notice, the Landlord must return the deposit but may later file a lawsuit against you for damages. If you fail to timely object to a claim, the Landlord may collect from the deposit, but you may later file a lawsuit claiming a refund.

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.




The disclosure is basic. Please refer to part II of Chapter 83, Florida Statutes, to determine your legal rights and obligations.

IN WITNESS WHEREOF, the parties hereto have agreed this

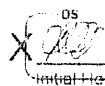
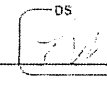

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 TENANT/LESSEE SIGNATURE(S):  
 Rosa Isabel Ricardo  
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 LANDLORD/LESSOR SIGNATURE(S):

Infinity Sansouci, LLC

Early Termination Fee / Liquidated DamagesAddendum

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Landlord provides in the rental agreement to pay \$4,300.00 (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee, if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

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**1.4 MAINTENANCE CHARGES AND DEPOSIT DEDUCTIONS**ADDENDUMMAINTENANCE CHARGES AND DEPOSIT DEDUCTIONSCleaning Charges:

• Furniture Removal	\$50.00 per item
• Cleaning of Apartment	Cost + labor
• Vacuum Apartment	\$20.00
• Fresh Out Apartment	\$25.00
• Trash Out Garage or Storage Unit	\$25.00
• Clean Light Fixtures	\$5.00 each
• Clean Ceiling Fans	\$5.00 each
• Clean Range or Oven	\$25.00
• Clean Bathroom Floor	\$10.00
• Clean Tub or Shower	\$10.00
• Clean Toilet	\$10.00
• Clean Refrigerator	\$20.00
• Clean Kitchen Floor	\$10.00
• Remove food from refrigerator	\$25.00
• Clean Counters	\$5.00
• Clean Stove	\$5.00
• Wipe Out Cabinets	\$5.00 each

Flooring

• Cleaning other than normal wear	Cost + Labor
• Carpet Repair, Replacement/Sealing	Cost + Labor
• Parquet Repair	Cost + Labor
• Vinyl Tile Flooring	Cost + Labor

Appliance Repair

• Oven Heating Element	\$20.00 each
• Range Heating Elements	\$20.00 each
• Drip Pans	\$20.00 per set
• Control Knobs	\$5.00 each
• Broiler Pan	\$25.00 each
• Oven Racks	\$35.00
• Oven Door or Vent Hood	Replacement Cost
• Light Bulb Cover Vent Hood	\$15.00
• Ice Trays	\$7.00
• Refrigerator Racks	\$20.00
• Chiller Trays	\$20.00
• Vegetable Bin Tray	\$15.00
• Refrigerator Thermostat Control	\$25.00
• Freezer	\$125.00
• Refrigerator Modeling	\$35.00

Kitchen Replacements

• Cabinet Doors	Cost + Labor
• Cabinet Repair/Replacement	Cost + Labor



- Drawers Cost + Labor
- Shelves Cost + Labor
- Counter Tops Cost + Labor
- Garbage Disposal Stopper \$3.00
- Sink Basket Strainer \$3.00
- Hinges \$2.00 per set
- Handles or Knobs \$2.00 each

**Window Repair/Replacement**

- Window Screens \$25.00 each
- Horizontal/Vertical Blind Cost + Labor
- Window Glass Cost + Labor
- Window Pane Cost + Labor
- Full Window Replacement Cost + Labor

**Electrical**

- Light Fixture Complete \$20.00
- Light Globe \$10.00
- Switch Plate Cover \$1.50 each
- Socket Plate Cover \$1.50 each
- Ceiling Fan Replacement Cost + Labor
- HVAC Thermostat Cost + Labor
- Smoke Detector Cost + Labor

**Doors**

- Repair/Replace Cost + Labor
- Door Stops \$3.00 each
- Replace Door Frame Cost + Labor
- Replace Lock \$100.00
- Patio Screen Doors Cost + Labor
- Patio Glass Door Cost + Labor
- Patio Door Facing/Jamb Cost + Labor

**Paint**

- Bathroom (s) Cost + Labor
- Kitchen Room Cost + Labor
- Bedroom (s) Cost + Labor
- Living Room Cost + Labor
- Dining Room Cost + Labor
- Others Cost + Labor

**Bathroom Replacements**

- Commode Complete Cost + Labor
- Commode Tank Top \$45.00
- Commode Seat \$20.00
- Commode w/o Tank \$65.00
- Cabinet Repair/Replacement Cost + Labor
- Towel Racks \$10.00
- Toilet Tissue Holder \$8.00
- Soap Dish \$7.00
- Shower Head \$15.00
- Flush Valves \$25.00
- Sink Stoppers \$5.00
- Mirror Replacement Cost + Labor
- Sink Replacement Cost + Labor
- Shower Curtain Rod \$18.00
- Medicine Cabinet Repair or Replacement Cost + Labor

**Appliance Replacement**

- Replace Range Cost + Labor
- Replace Refrigerator Cost + Labor
- Replace Garbage Disposal Cost + Labor
- Replace Microwave Cost + Labor
- Replace Dishwasher Cost + Labor

- Replace Washing Machine Cost + Labor
- Replace Dryer Cost + Labor

**Miscellaneous Charges**

- Screen Rock Repair Cost + Labor
- Fireplace Repairs Cost + Labor
- Screen Patch Repair Cost + Labor

**Final Utilities**

- Water Sewer Charge Actual Cost
- Electricity Actual Cost
- Gas Actual Cost

Charges for repairs of an unusual nature will be actual cost of material, supply and labor to repair such damages. All listed charges are estimated costs. The actual cost could exceed listed charges depending on amount of damage. Some items may not be present in all apartment homes.

If prior to move out, you do not clean the items listed above and leave them in satisfactory working order, or if any items are missing or damaged to the point that they must be repaired or replaced, the preceding charges will be deducted from your security deposit. If your security deposit is not sufficient to cover the charges, you will be billed for the remaining balance.

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Initials Here

**1.5 TEXT MESSAGING & EMAIL CONSENT FORM****Text Messaging & Email Consent Form**

I, Daniel A. Melendez & Lisandra Melendez hereby grant permission to Infinity Sansouci, LLC or Somari Management Company to send text messages and/or emails to me

We, the undersigned, authorize to Infinity Sansouci, LLC or Somari Management Company, employee, to communicate through text messages and/or email to our mobile devices. We realize any costs incurred for the messages will be the responsibility of the resident and not Infinity Sansouci, LLC or Somari Management Company.

Resident Name: Daniel A. Melendez & Lisandra Melendez  
786-747-2048

Cell Phone: \_\_\_\_\_

Email: Daniel A. Melendez

786-747-5260

Cell Phone: \_\_\_\_\_

Email: lisandra73@me.com

Apartment # 11

DocuSigned by:  
[Signature]  
78674720487

DocuSigned by:  
[Signature]  
7867475260

DocuSigned by:  
Landlord: Rosa Isabel Ricardo  
BA71CEA36B1644C

06/18/2020

Date: \_\_\_\_\_

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

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X [Signature] Initial Here  
DS  
[Signature]  
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## Sign and Accept

## 2.1 SIGNATURES

UPON EXECUTION OF THIS LEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO ALL OF ITS PROVISIONS

Address: 2000 Nw 150th Avenue, Suite #1105-2  
Pembroke Pines, FL 33028

Telephone: (786) 955-2251

\*The Landlord shall retain the original and will provide copies of this lease to the lessee.

DocuSigned by:  
X [Signature]  
LESSEE  
LE588B046AF7274B7  
06/18/2020  
Date Signed  
DocuSigned by:  
[Signature]  
EE060716D4D8406

X  
Lessor  
DocuSigned by:  
Rosa Isabel Ricardo  
BA71CEA36B1644C  
06/18/2020  
Date Signed