

**HOME Investment Partnerships Program**  
**Community Development Block Grant**  
**Coronavirus Relief Fund**  
**Rental Assistance Contract**

This Tenant Based Rental Assistance contract (the “**Contract**”) is entered into between the City of North Miami (“**Program Administrator**”), West Dixie Towers, Inc. (“**Owner**”), and **Valentin Fleurimar** (“**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.

Owner/Representative Initials: AP

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: <sup>DS</sup> 

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: <sup>DS</sup> 

#### 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
Valentin Fleurimar	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marie G. Jean Baptiste	<input type="checkbox"/>	<input type="checkbox"/>
Laury Silia Mosenor	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Valencia Fleurimar	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Valentino Esterlin Fleurimar	<input type="checkbox"/>	<input checked="" 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:

ap

Tenant Initials:

VF

## 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**

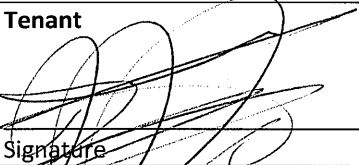
- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted 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.

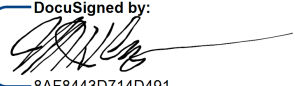
**IN WITNESS THEREOF**, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

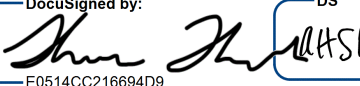
<b>Owner</b>  <small>DocuSigned by: 9830B0DA2A67492...</small> Owner/Landlord Representative Signature	West Dixie Towers, Inc. Owner of Property	Date: 1/16/2021
--	--	-----------------

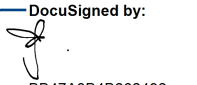
<b>Tenant</b>  Signature	Valentin Fleurimar Tenant	Date: 1/13/21
---	------------------------------	---------------

<b>Program Administrator</b>  <small>DocuSigned by: B98C99AB13F54BA</small> Authorized Representative Signature	Alberte Bazile Print Name	Date 1/18/2021
---	------------------------------	----------------

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

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

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

 <small>DocuSigned by: BB47A3B4B262492...</small> Signature	Vanessa Joseph, Esq. 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>	West Dixie Towers, Inc.	
<b>Tenant</b>	Valentin Fleurimar	
Contract Dates		
<b>Contract Start Date:</b>	1/25/2021	<b>Contract End Date:</b> 9/30/2021
Unit & Lease Information		
<b>Unit</b> (Address and Unit #): 1155 NE 137 street, Apt 404, North Miami, FL 33161		
Lease Start Date: 11/1/2020		Lease End Date: 10/31/2021
<b>Contract Rent</b> (total due under Lease): \$1500.00 per month		
Rental Assistance		
<b>Tenant Contribution:</b>		<b>Rental Assistance Payment:</b> \$1,500.00 (January)
Rental Assistance from Other Programs		
Is other rental assistance (e.g. Section 8/State/Local funds) received? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, monthly amount of \$3,000.00 paid to <input type="checkbox"/> Tenant or <input checked="" type="checkbox"/> Owner from (source): State		
Payment Information		
<b>Rent Payable to:</b>	West Dixie Towers, Inc.	
<b>Mailing Address:</b>	13865 West Dixie Highway, North Miami, FL 33161	
<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}*

<b>TENANT: <u>Valentin Fleurimar</u></b> <b>1155 NE 137<sup>th</sup> STREET APT.# <u>404</u></b> <b>NORTH MIAMI, FL 33161</b>	<b>Your lease will expire on <u>10/31/2021</u></b> <b>West Dixie Towers, Inc.</b>  <b>13865 West Dixie Highway</b>  <b>North Miami, FL 33161-3357</b>
---	--

### RENEWAL AGREEMENT

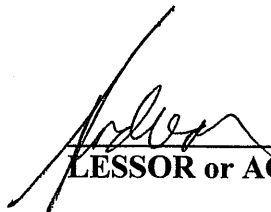
This RENEWAL AGREEMENT dated 9/24/20 will become part of the original lease dated October 29, 2019 between West Dixie Towers, Inc., LESSOR and Valentin Fleurimar, TENANT for the unit located at 1155 NE 137<sup>th</sup> Street, Apt.404, North Miami, FL 33161 known as West Dixie Towers, Inc.

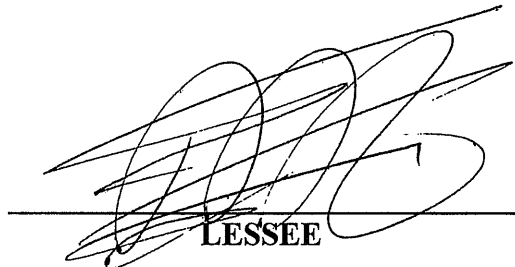
The lease is hereby modified for an annual term of One (1) year beginning November 1, 2020 and ending October 31, 2021 by 5:00 PM and the RENTAL RATE during this period shall be One Thousand & Five Hundred (\$1500.00) per month.

Your present Security Deposit is \$1500.00.

An additional Security Deposit of \$ 0 is to be paid at the time of signing.

All other conditions of the Lease shall remain in effect and no condition shall be waived by this Renewal Agreement.

  
\_\_\_\_\_  
LESSOR or AGENT

  
\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSEE

**RESIDENTIAL RENTAL AGREEMENT**

THIS LEASE, made this 29th day of October, 2019, by and between West Dixie Towers, Inc. Hereinafter designated as LANDLORD and Valentin Fleurimont hereinafter designated as TENANT.

**WITNESSETH:**

- DESCRIPTION & TERM:** The LANDLORD, in consideration of the rent reserved herein to be paid by said TENANT and of the other covenants, agreements, and conditions hereinafter contained to be kept, performed, and observed by said TENANT, does hereby let and lease unto said TENANT Apartment Number 404 in the West Dixie Towers Apartment building located at 1155 NE 137th Street, North Miami, Miami- DADE COUNTY, FLORIDA, as PREMISES, to be used and occupied by the TENANT and his immediate family as private residence and for no other purpose for the term beginning on the 29th day of October, 2019, and ending on the 31st day of October, 2020 by 5:00PM
- RENT:** The TENANT in consideration of the demise and of the covenants and agreements made herein by said LANDLORD, leases said premises for said term and does hereby promise to pay to said LANDLORD, his representatives and assigns as rental for said premises an annual rental of \$ 18,000 payable by approved check, money order or bank check in monthly installments of \$ 1500 per month as follows:

The sum of \$ 3000 received by West Dixie Towers, Inc. upon the signing of this lease is to be applied as follows:

- (1) \$ 1500 which shall be held as a security deposit,
- (2) \$ 1500 as payment of the first full month's rent due on 10/29/19

On \_\_\_\_\_ Tenant will pay \$ \_\_\_\_\_ as pro-rated rent.

**PAYMENT OF RENT:** Commencing 12/1/19 and continuing thereafter on the first day of each month, the monthly rental of \$ 1500 is due in advance, without demand, payable by approved check, money order or bank check to WEST DIXIE TOWERS, INC. and delivered to the Manager or mailed to:

West Dixie Towers, Inc.  
13865 West Dixie Highway  
North Miami, FL 33161-3357

It is further agreed, in the event TENANT does not occupy and pay rent for the term as herein provided, and for a period of at least more than 180 days from the above date, TENANT agrees to pay a seasonal rent rate which rent is double the monthly rent rate stated above.

- NUMBER OF TENANTS:** The TENANTS signing this agreement and TENANT'S immediate family are the only persons who may reside on the leased premises. No other persons shall be allowed to reside therein without the express written consent of the LANDLORD or its authorized agent. It is understood that TENANT'S family consists 2 adult(s) and 3 child(ren)

PRIMARY RESIDENT

Valentin Fleurimont  
Marie Guilene  
Valentina Fleurimont  
Valentin Fleurimont  
Laury Hosenor

AGE 68  
AGE 35  
AGE 8  
AGE 13  
AGE 6

- Monthly rent is due on the 1<sup>st</sup> of each month without demand. Time is of the essence with regard to rent payments. If the tenant elects to pay monthly rent later than 5:00 pm on the 5<sup>th</sup> of any month, the tenant agrees that if there is a balance of \$30.00 or more due then the rent amount due for the payment shall be increased by \$25.00 plus \$ 2.00 per day thereafter until paid and, despite the additional rent increase, said payment after the 5<sup>th</sup> of the month is deemed a late payment and a default under the lease agreement for which the landlord reserves its rights and remedies under Chapter 83, Florida Statutes.

5. **SECURITY DEPOSIT:** LANDLORD acknowledges receipt from said TENANT of the sum of \$ 1500 which shall be held by the LANDLORD as a Security Deposit for the performance by the TENANT of all of the terms, conditions, covenants, and agreements of this lease, as well as for the return by the TENANT to the LANDLORD of the demised premises and LANDLORD'S appliances and furnishings therein. It is understood that, unless otherwise stated, all appliances are the property of LANDLORD; specifically, range, refrigerator, and A/C units; and TENANT assumes full responsibility for care of same and to make good any damages or deficiency therein at the expiration of this lease. TENANT agrees that upon vacating the premises, all carpeting and flooring shall be professionally cleaned and sanitized at TENANT'S expense so that the premises are returned in like condition as when taken, or LANDLORD to do same at TENANT'S expense. It is understood that TENANT will return keys upon vacating. Further, both parties hereto agree as follows:
- (a) In the event of a default by TENANT under this lease, LANDLORD shall not be required to return any part or portion of said Security Deposit. In this event the LANDLORD may either retain the Security Deposit as liquidated damages, or the LANDLORD may retain the same and apply it toward the actual damage sustained by the LANDLORD by reason of TENANT'S default. However, under no circumstances shall the LANDLORD be deprived of any other lawful remedy, and said Security Deposit shall not be applied as rent, all in accordance with Florida Statutes 83.49.
- (b) In the event that there has been no default of any kind or nature whatsoever by the TENANT, upon termination of the term and the lease, said Security Deposit shall be returned by the LANDLORD to the TENANT within 15 days after TENANT has vacated the premises, less any sum or sums due to (1) loss of or damage to LANDLORD'S real or personal property, and (2) all unpaid charges for utility services not secured by deposits with utility companies.
- (c) Security deposit is being held in a non-interest-bearing account for the benefit of the tenants as follows:
- City National Bank of Florida 13400 Biscayne Blvd., North Miami, FL 33181  
Account # 9004433505
6. **UTILITIES:** The TENANT shall pay for all utilities, except water, sewer and trash. (Excluding old water & sewer balance)
7. **PREMISES; ACCEPTANCE AND REPAIR:** The TENANT accepts said premises in their present condition. TENANT agrees to take good care of the premises and LANDLORD'S appliances and furnishings therein, and to maintain them in good order and condition, ordinary wear and tear excepted. LANDLORD may repair, at the expense of TENANT, all security or injury to the premises resulting from the misuse or negligence of TENANT, a member of TENANT'S family, or other person on the premises with TENANT'S consent. The cost of such repairs shall be paid by TENANT to LANDLORD as additional rent within five days of rendition of LANDLORD's bill concerning such costs. There shall be no allowance to TENANT and no liability on the part of LANDLORD by reason of inconvenience or annoyance arising from the making of any repairs, alterations, additions or improvements to the premises or any portion of the building in which the premises are located. LANDLORD is not responsible for damage to TENANT'S personal possessions.
8. **DELAY IN DELIVERY OF POSSESSION.** If LANDLORD is unable to give possession of the premises on the date of the commencement of the term, because the occupant refuses to give up possession, or for any other reason, LANDLORD shall not be liable for failure to deliver possession on said date, but the rent payable hereunder shall be abated until LANDLORD tenders possession to TENANT. The termination date of the lease shall not be extended
9. **ASSIGNMENT AND SUBLETTING.** TENANT shall not assign the lease, or sublet the premises or any part thereof, or permit the premises or any part thereof to be used or occupied by anyone other than TENANT and registered residents without the prior written consent of LANDLORD. TENANT shall not keep roomers or boarders or share premises without the written consent of LANDLORD.
10. **QUIET ENJOYMENT:** LANDLORD agrees with TENANT that upon TENANT paying the rent and performing all of terms, covenants and conditions of the lease on TENANT's part to be performed, TENANT may peaceably, quietly enjoy the premises.

a: TENANT, a member of TENANT'S family, or other person on the premises with TENANT'S consent, shall not do any acts to intentionally harass the LANDLORD or any other Tenants.

b: TENANT agrees not to interfere or do and perform any act or thing so as to create a disturbance to and with any other residents of the buildings or employees or affect their occupancy therein.

c: Tenant will not permit use or permit the premises to be used for any illegal, improper or immoral purposes; nor permit any disturbance or notice whatsoever detrimental to the premises or the comfort of the neighbors.

d: Tenant will not permit Tenant's children or their guests to play in the halls or staircases of the building or in any other way annoy the residents of the other apartments.

**11. DEFAULT:**

- (a) If TENANT fails to keep any of TENANT'S agreements in the lease, other than TENANT'S agreement to pay rent, or if TENANT engages in objectionable conduct, or if the premises are damaged because of negligence or misuse by TENANT, a member of his family or other person on the premises with his consent, then, in any one or more of such events, LANDLORD may serve upon TENANT the seven day notice referred to in Section 83.56(2), Florida Statutes, and if such default of TENANT has not been cured and corrected or objectionable conduct stopped within said seven day period, then at the end of said seven days, LANDLORD may at LANDLORD'S option, either (or) terminate the lease by serving upon TENANT a three day notice of LANDLORD'S election to do so, and upon the expiration of said three days the lease shall terminate and LANDLORD shall retake possession of the premises for his own account, or (ii) retake possession of the premises for the account of TENANT, who shall remain liable to LANDLORD, and in either event TENANT shall give up the premises to LANDLORD.
- (b) If TENANT shall make default in the payment of the rent, and such default shall continue three days after the giving of the written three day notice referred to in Section 83.56(3), Florida Statutes, LANDLORD may at LANDLORD'S option, either (or) terminate the lease, and retake possession of the premises for his own account, or (ii) retake possession of the premises for the account of TENANT, who shall remain liable to LANDLORD, and in either event TENANT shall give up the Premises to LANDLORD.
- (c) It is further understood that if TENANT defaults under (a) or (b) above, TENANT will be liable for collection and/or eviction costs for any default herein, including reasonable attorney's fees. Such fees and expenses shall be deemed to be additional rent hereunder and shall be due and payable by TENANT to LANDLORD within five (5) days of rendition of a bill covering such costs and expenses.

- 12. RIGHT OF RE-ENTRY:** The LANDLORD, his agent, janitor, watchman and employees may enter said premises with pass key or otherwise to examine same or to make needed repairs to said premises and if the premises consist of only a part of a structure owned or controlled by the LANDLORD, his agent, janitor or watchman or employees may enter the demised premises at reasonable times to install or repair pipes, wires and other parts of the building. TENANT must supply LANDLORD with keys to any changed locks.

**13: COVENANT OF TENANT: TENANT agrees to:**

- (a) to assume full responsibility for all appliances, air-conditioner and furnishings as may be contained on the premises and, at the expiration of the term of this lease, to replace any parts that may be missing or damaged.
- (b) keep and maintain interior of the premises in a sanitary and clean condition and to exercise reasonable care in the use of any part of the interior or any portion of the building used in common with other Tenants
- (c) notify LANDLORD immediately of any need for repairs to appliances, plumbing doors, windows or any part of the interior by requesting service in writing and/or by calling or visiting the Rental Office to request service.

(d) leave balcony clear of any items that might fall off or be blown off and ensure that nothing is thrown from the balcony. Will not sweep, dust, debris or water off of the balcony.

(e) not to violate any fire, safety, health or security laws and the Rules and Regulations of the property. Tenant, his family and/or invited guests will not prop open or leave open fire doors, elevator doors, entrance and exit doors, nor engage in or permit the tampering, defacing, removing, damaging or destroying any elevator controls, light bulbs, fixtures, fire extinguishers, refuse, garbage, trash containers, signs, notices, direction indicators, directories, mail boxes, pool equipment or any and all other items in or about the building.

(f) not to bring or permit to bring upon the premises any illegal or volatile or dangerous substances not permitted by government regulations.

(g) not to install short wave equipment or special television antennas or radio antennae. No antennae or electronic equipment will be placed on the roof or attached to the premises in any way.

(h) to cover windows with curtains, blinds or other appropriate covering within thirty (30) days of occupancy.

- 14: **COVENANT OF LANDLORD:** LANDLORD agrees, provided TENANT be not then in default in the payment of rent, or in any of the terms, conditions or obligations of the part of TENANT to be kept and performed, to:

(a) Provide such carpeting, flooring, refrigerator, range, heating and air-conditioning facilities and units to the premises as may be deemed required and feasible by LANDLORD, except that LANDLORD shall not be responsible for any failure therein due to any defect in the equipment used to provide such service, nor by any reason of any failure therein to repair and maintain such equipment and service, nor by reason of any failure to obtain services or labor incident thereto. LANDLORD reserves the right to limit the use of such services to certain hours.

(b) Provide all bulbs in working order at time of the signing of the lease and guarantee same for ninety (90) days.

(c) LANDLORD reserves the right to limit maintenance services to listed hours for such services. Services will be provided at LANDLORD'S discretion, depending on urgency. No appointments will be made for such services.

(d) LANDLORD reserves the right to promulgate other and sundry rules and regulations

15. **WATERBEDS:** Waterbeds are not permitted in the apartments unless the TENANT has fully paid up Tenants Insurance Policy which names the LANDLORD as Additional Insured. Proof of this insurance must be supplied before a waterbed may be set up. TENANT will then receive written approval from LANDLORD or his Agent. If the TENANT's insurance policy is no longer in effect, for any reason, and TENANT declines to remove the waterbed, TENANT will be considered to be in default of the Lease as defined in Paragraph 11.
16. **SMOKE DETECTORS:** Removal of or disabling of smoke detectors is forbidden by law. Smoke Detectors are installed for your protection, tampering with them may result in prosecution and or eviction.
17. **FALSE ALARMS:** Setting off of the building fire alarms with by TENANT, a member of TENANT'S family, or other person on the premises with TENANT'S consent will result in prosecution and eviction.
- 18: **FIRE EXTINGUISHERS:** Fire Extinguishers, including the labels attached, may not be removed, tampered with or defaced.
- 19: **SWIMMING POOL:** Use of the swimming pool is limited to REGISTERED TENANTS ONLY. Children under 12 must be accompanied by an Adult. Pool passes must be worn. All rules and regulations must be observed. Swimming Pool may be closed by LANDLORD without notice.

20. **PARKING:** Parking for Tenants is permitted in any marked reserved parking space with a parking permit. Vehicles without valid license plates may be towed away. No repairs to vehicles are permitted in the parking lots. 1 Bedroom apt. is given 1 parking decal, 2 Bedroom is given 2 parking decals Only.
21. **LOCKS:** Tenant may not change or add locks to those installed and located on the premises at the time of commencement of this lease without first obtaining consent of LANDLORD and supplying LANDLORD with keys to such locks, so that in the event of maintenance requirements, fire or other emergency access may be had to TENANT'S residence.
22. **REFUSE:** Tenant agrees to dispose of all garbage, refuse and trash in trash disposal chutes, dumpsite or recycling containers only. Nothing may be left in the hallways or stairwells.
23. **PETS:** It is understood that there are no pets allowed on the property at any time unless TENANT has executed, satisfied the financial conditions of, and received, LANDLORD's agreement to Exhibit A, Pet Addendum.
24. **TERMINATION:** TENANT agrees that LANDLORD shall have the right to terminate this lease after one (1) written notice to TENANT of their violation of the terms and condition of this lease and/or the Rules and Regulations of the property.
25. **VACATING UPON TERMINATION:** At the end of the term, or upon termination of the lease for any cause, TENANT will vacate and surrender the premises to LANDLORD, broom clean, and in as good condition as they were at the beginning of the term, ordinary wear and tear excepted, and TENANT shall remove all of TENANT's property. All property, installations and additions required to be removed by TENANT at the end of the term which remain on the premises after TENANT has vacated shall be considered abandoned at the option of LANDLORD and may either be retained or may be removed by LANDLORD at TENANT's expense. TENANT further agrees to give the LANDLORD or his agent thirty (30) days prior written notice of intended vacating date and to allow an inspection of the premises prior to said date.
26. **SERVICE CHARGE ASSESSMENT:** There will be a Service Charge assessment for common area maintenance equal to one per cent (1%) of one (1) year's rent payable annually and LANDLORD may add said charge to any rental payment or take credit for such charge against any sum to the TENANT.
27. **CONDEMNATION:** It is agreed by and between LANDLORD and TENANT that if the whole or any part of said premises hereby leased shall be taken by any competent authority for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use of premises. All damages awarded for such taking shall belong to and be the property of the LANDLORD.
28. **DESTRUCTION OF PREMISES:**
  - (a) If the premises are damaged or destroyed through no fault of the TENANT so that the enjoyment of the premises is substantially impaired, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises have been repaired or restored by LANDLORD, provided, however, that in the event of such substantial impairment, LANDLORD or TENANT shall have the right to terminate the term of the lease by giving notice to the other of his exercise of such right at any time within thirty (30) days after the occurrence of such damage or destruction. If this notice is given, the term of the lease shall terminate on the date specified in the notice, (which shall be not more than fifteen (15) days after the giving of such notice), as fully and completely as if such date were the date set forth in the lease for the termination of the lease. If TENANT exercises the option to terminate the lease, TENANT must immediately vacate the premises. If neither party has given the notice of termination as herein provided, LANDLORD shall proceed to repair the premises, and the lease shall not terminate.
  - (b) If the premises shall be partially damaged or partially destroyed through no fault of the TENANT, without substantial impairment of TENANT's enjoyment of the premises, the damages shall be repaired by and at the expense of LANDLORD and the rent until such repairs are made shall be apportioned according to the part of the premises which is usable by TENANT. LANDLORD shall not be liable for any inconvenience or annoyance to TENANT resulting in any way from such damage or the repair thereof. If the premises are partially damaged or partially destroyed as a result of the



wrongful or negligent act of TENANT, a member of TENANT's family, or other person on the premises with TENANT's consent, there shall be no apportionment or abatement of rent.

29. **HOLDING OVER - DOUBLE RENT.** If TENANT holds over and continues in possession of the premises, or any part thereof, after the expiration of the lease without LANDLORD's permission, LANDLORD may recover double the amount of the rent due for each day TENANT holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent for the last month of the lease by fifteen.
30. **RIGHT TO MORTGAGE AND SALE OR ASSIGNMENT OF LEASE:** The LANDLORD may encumber the premises by mortgage or mortgages, securing such sum or sums upon such terms and conditions as the LANDLORD may desire, and any such mortgage or mortgages so given shall be a first lien on the land buildings superior to the rights of the TENANT herein. The LANDLORD may further sell the premises and assign its right as LANDLORD in this lease. It is further understood that if the LANDLORD sells the property the TENANT may be given 30 days written notice to vacate.
31. **NON-LIABILITY OF LANDLORD:**
  - a.) It is understood that the LANDLORD, his representatives, agents, and employees will not be responsible for any injury or damage to Tenant, residents, invitees or guests of TENANT and residents from any cause except that resulting from the wrongful acts or material omissions or direct negligence of Landlord, or the representatives, agents and employees of Landlord.
  - b.) TENANT assumes all liability for any injury or damage that may arise or occur in any area under the control of TENANT and which is not caused or created by the direct negligence or wrongful acts or material omissions of LANDLORD, his representatives, agents, and employees. TENANT shall indemnify, defend at TENANT's expense and hold harmless LANDLORD, his representatives, agents, and employees against all claims filed by parties injured or damaged by an accident as provided herein.
  - c.) It is understood that the LANDLORD, his representatives, agents, and employees will not be responsible for any loss of TENANT's property, valuables and personal harm due to any Social, Political, Military and Police Activity, including robbery, theft, personal injury, rape, mysterious disappearance of property, break-ins, damage by fire, smoke inhalation, flooding, water, vandalism, acts of violence in and about the premises or for any other reason.
32. **WAIVER OF TRIAL BY JURY:** LANDLORD and TENANT waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the lease or TENANT's use and occupancy of the premises, other than an action for personal injury.
33. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.
34. **NO WAIVER OF LEASE TERMS:** The failure of LANDLORD or TENANT to take any action against the other for violation of any of the terms of the lease shall not prevent a subsequent act of a similar nature from being a violation of the lease. No act or agreement to accept surrender of the premises from TENANT shall be valid unless in writing signed by LANDLORD.
35. **INTERRUPTION:** Interruption or failure of any service required to be furnished to TENANT by LANDLORD if due to causes beyond LANDLORD's control, shall not entitle TENANT to any allowance or reduction of rent.
36. **ORAL AGREEMENTS; SUCCESSOR INTERESTS:** The agreements contained in the lease set forth the entire understanding of the parties, shall be binding upon and shall insure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated orally.
37. **RULES AND REGULATIONS:** The TENANT covenants and agrees that all rules and regulations

attached hereto or hereafter adopted by the LANDLORD or its agent and made known to TENANT shall have the same force and effect as covenants of this lease. Posting of any new rules or changes to existing rules near the mailboxes, elevators and/or entrances shall be sufficient notice of such changes.

TENANT has been given copy of Rules and Regulations.

INITIAL HERE VF

38. **LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of promptly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

**Landlord's Disclosure**

(a) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) LANDLORD has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

TENANT has been given copy of "Protect Your Family From Lead in Your Home"

INITIAL HERE VF

**SPECIAL CLAUSES:**

**Addendum For Section 8 Tenants**

**ATTACHMENTS TO THIS LEASE AGREEMENT**

The tenant certifies that he/she has received a copy of this Agreement and the following Attachment to this Agreement and understands that this Attachment is part of this Lease Agreement.

A. Attachment No.1- Tenancy Addendum Section 8 Tenant -Based Assistance Housing Choice Voucher Program.

INITIAL HERE NA

IN WITNESS WHEREOF, the parties have executed the lease as of the day and year first above written.

Date: 10/29/19

[Signature]  
TENANT SIGNATURE

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

\_\_\_\_\_  
TENANT SIGNATURE

Date: 10/29/19

[Signature]  
WEST DIXIE TOWERS, INC.  
Andrea Philippou, Property Manager

A-lease.frm

# WEST DIXIE TOWERS, INC. MOVE-IN CONDITION REPORT

TENANT NAME Valentin Fleusmar APARTMENT # 404A

I, The UNDERSIGNED, HAVE EXAMINED THE SUBJECT PROPERTY AND FIND THE CONDITIONS ARE AS FOLLOWS:

MOVE-IN CONDITON REPAIRS	MOVE-IN (initial)	MOVE-IN CONDITON: NOTE DAMAGES	MOVE-OUT (initial)
Walls, Ceiling and Doors <u>Painted</u>			
Electric Fixtures, Switches & Bulbs <u>New Fixtures</u>			
Stove/Oven, Refrigerator <u>New Stoves / Stoves Ref.</u>			
Kitchen, Cabinets, Counter, Floor <u>New Granite &amp; Kitchen</u>			
Bathroom Fixtures, Cabinets & Fittings <u>New Bathroom</u>			
Heat/Air Conditioning System <u>OK</u>			
Closets, Keys, latches & Locks <u>New</u>			
Windows & Glass Doors <u>New Windows Sliding Door &amp; Vertical</u>			
New Carpet, Clean or Ceramic Tile <u>OK</u>			
Overall Cleanliness <u>Excellent</u>			

Number of Key(s) Received By Tenant ( 7 ) Door Keys ( 4 ) Back Door Keys ( 2 ) Mail Box Keys ( 1 )

Move-In: Subject to the work being completed, if any need be, as indicated above, I find the subject apartment acceptable in it's present condition and will remain responsible for maintaining the premises until I vacate the apartment and relinquish possession.

DATE 10/29/19

Original In Files Copy to Tenant

Keep copy with Lease

Tenant

Tenant

Move-Out: I acknowledge that the above notations are correct and the costs or repairs will be deducted from deposit. Keys have been returned ( ) Door Keys ( ) Back Door Keys ( ) Mail Box Keys ( )

DATE

Tenant

Agent For Landlord

Tenant