

# 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”), **NJZ 1215 Enterprises Inc** (“Owner”), and **Misael Vergara and Betty Erazo** (“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: 

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:

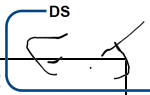
- a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
- b) The Owner will comply in all material respects with 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.

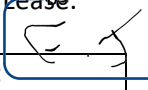
Owner/Representative Initials: 

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
Misael Vergara	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Betty Erazo	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alyse Silvera	<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:

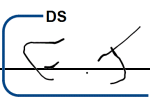
- a) The Tenant to enforce this Contract against the Owner; or
- b) The Owner to enforce this Contract against the Tenant; or
- c) For either the Owner or Tenant to make any claim against HUD or PJ; or
- d) For either Owner or Tenant to make any claim against the Program Administrator other than for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

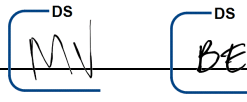
Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, or the Program Administrator under this Contract.

## 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: 

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.

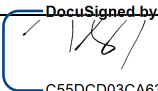
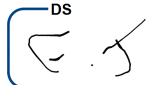
## **9.3 Entire Contract, Interpretation, and Amendments**

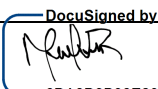
- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted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

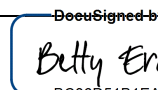
## **9.4 Headings and Pronouns**

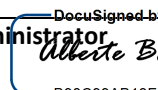
The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns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

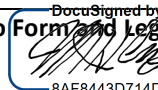
<b>Owner</b>  <small>C55DCD03CA6347F...</small> <hr/> Owner/Landlord Representative Signature	Francis Jacob NJZ 1215 Enterprises Inc Owner/Property Manager	 Date:
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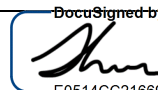
<b>Tenant</b>  <small>6DA8D3B98E2045C...</small> <hr/> Signature	Misael Vergara Tenant	Date: 1/8/2021
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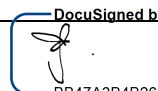
<b>Tenant</b>  <small>BC86D51B1EA8425...</small> <hr/> Signature	Betty Erazo Tenant	Date: 1/8/2021
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<b>Program Administrator</b>  <small>B98C99AB13F54BA...</small> <hr/> Authorized Representative Signature	Alberte Bazile Program Administrator	Date: 1/8/2021
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**Attest:****City of North Miami, a Florida Municipal Corporation**

<b>Approve as to Form and Legal Sufficiency</b>  <small>8AF8443D714D491...</small> <hr/> Signature	Jeff P.H. Cazeau, Esq. City Attorney	Date: 1/8/2021
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 <small>E0514CC216694D9...</small> <hr/> Signature	Theresa Therilus, Esq. City Manager	Date: 1/11/2021
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**EXHIBIT A: PROJECT SPECIFIC INFORMATION**

Parties to this Contract				
<b>Program Administrator</b>	City of North Miami			
<b>Owner</b>	NJZ 1215 Enterprises Inc			
<b>Tenant</b>	Misael Vergara and Betty Erazo			
Contract Dates				
<b>Contract Start Date:</b>	1/12/2021	<b>Contract End Date:</b> 09/30/2021		
Unit & Lease Information				
<b>Unit</b> (Address and Unit #):	1215 NE 128 Street, Apt 12, North Miami, FL 33161			
Lease Start Date:	04/01/2015	Lease End Date: Month-To-Month		
<b>Contract Rent</b> (total due under Lease): \$750.00 per month				
Rental Assistance				
<b>Tenant Contribution:</b> \$ per month	<b>Rental Assistance Payment:</b> \$2,250.00			
Rental Assistance from Other Programs				
Is other rental assistance (e.g. Section 8/State/Local funds) received? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, monthly amount of \$0.00 paid to <input type="checkbox"/> Tenant or <input type="checkbox"/> Owner from (source):				
Payment Information				
Rent Payable to:	NJZ 1215 Enterprises Inc			
Mailing Address:	14340 Biscayne Blvd, North Miami Beach, FL 33181			
Electronic Payment Instructions	Financial Institution:	N/A Check will be issued to Landlord/Owner		
	Routing Number:			
	Account Number			
	Account Holder Name:			

**EXHIBIT B: EXISTING LEASE**

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

North Miami Beach 12/3/2018

Renter Paradise

14340 Biscayne Blvd

North Miami Beach. FL 33181

305-944-2101

Proof of Occupancy – Residential Property at 1215 NE 128<sup>th</sup> St #12 North Miami. FL 33161.


Tenants: Misael Vergara & Betty Erazo

To Whom It May Concern:

This Letter is to verify the above listed as occupants of residential property 1215 NE 128<sup>th</sup> ST #12 North Miami. FL 33161. This text also verifies that tenants have occupied this space since April 1 2015 at the monetary rate 750\$ per month (this is a month to month rent).

If there any questions or other relevant concerns, please contact me using the information provided above.

Sincerely.

  
Lorraine Lin  
RENTERS PARADISE REALTY  
14340 BISCAYNE BLVD  
NORTH MIAMI BEACH FL 33181  
305-944-2101

Renters Paradise, Inc.  
14340 Biscayne Blvd  
North Miami Beach, FL 33181  
305-944-2101

### RESIDENTIAL LEASE AGREEMENT

This lease ("Lease") is entered into by the undersigned parties for the property known as:

1215 NE 128 St #12 NM.  
(hereinafter "Premises"): FL 33161

1. PARTIES; NAMES AND ADDRESSES.

Landlord: NJ2 1215 INC,  
Tenants: Betty Erazo

In signing this Lease Tenants acknowledge that they are not eligible to be OR are not a member of the US Armed Services. Unless and until any one of the Tenants informs Landlord in writing that such Tenant is a member of the US Armed Services Landlord may represent to any Court of law that such Tenant is not a member of the US Armed Services. Only the Tenants and the following persons shall occupy the Premises:

ONE Adult, ONE child.

TERM. This is a 12 month Lease; it shall commence as of March 1, 2015 20\_\_\_\_, and terminate on FEB. 29, 2016. (the "Lease Term"). The date the lease commences shall be referred to as the "Move-In Date." Should possession not be available on the Move-In Date, the Lease shall commence as soon as such possession is available. Landlord shall not be liable for any delay in the Move-In Date.

2. TENANTS' TELEPHONE NUMBER AND EMAIL Tenants acknowledge Tenants' phone numbers are as follows: 9145573266 WORK 3059443499

3. RENT PAYMENTS, TAXES AND CHARGES. Monthly lease payment (excluding sales taxes) \$ 750. The rent shall be payable in advance on the first day of each month. Tenants shall also be obligated to pay any taxes on the rent when applicable.

The lease payment must be paid in advance beginning FEB 14, 2015  
If the tenancy starts on the day other than the first day of the month or week as designated above, the rent shall be prorated from FEB 14, 2015 (date) through FEB 28, 2015 (date) in the amount of \$ 400 and shall be due on March 1 (date) (if rent paid monthly, prorate on 30 day month)  
2015

All rent payments shall be payable to Landlord at Landlord's address captioned above or at another address should Landlord so request from Tenants in writing.

If Tenants make a rent payment with a worthless check, Landlord can require Tenants to

Tenants' initials: (B) (E)

Landlord's Initials: ( )

Renters Paradise, Inc.  
14340 Biscayne Blvd  
North Miami Beach, FL 33181  
305-944-2101

pay all future payments by money order, cashier's check or official bank check or in cash and to pay bad check fees in the amount of \$75.00. This fee shall be deemed to be rent.

**4. MOVE-IN MONEY DUE.**

\$ 750 due and payable at the time of signing of this Lease. This amount shall be deemed to be the security deposit and shall be held in a non-interest bearing account at a bank to be disclosed to Tenant separately.

\$ 750 due and payable on the move-in date. This amount shall constitute payment for the first month of the lease. In addition, prorated rent shall be due if the Move-In Date is not the 1<sup>st</sup> day of the month.

\$ 750 due and payable on the move-in date. This amount shall constitute payment for the last month of the lease and shall be held in a non-interest bearing account.

5. **LATE FEES.** Tenants shall pay a late charge of 10% for each rent payment made more than 3 days after the day it is due. This fee shall be deemed to be rent.
6. **PETS.** Tenants may not keep pets or animals on the Premises unless: (i) if a condominium unit, permitted under the Condominium documents; and (ii) Tenants has received written permission from Landlord, which permission may be unreasonably withheld by Landlord, in Landlord's sole and absolute discretion. If Pets are permitted in writing, Tenant shall pay a separate nonrefundable pet deposit.
7. **NOTICES.** All notices to Landlord must be in writing and sent to Landlord at Landlord's address unless Landlord gives Tenants written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Premises. All notices to the Landlord shall be given by U.S. mail or by hand delivery.

All notices to Tenants shall be given orally, by U.S. mail or by delivery to Tenants at the Premises. If Tenants are absent from the Premises, a notice to Tenants may be given by leaving a copy of the notice at Premises, which for all purposes Tenants shall be deemed to have received such notice.

8. **UTILITIES.** Tenants shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises.
9. **REPAIR AND MAINTENANCE.** Tenants agree to take good care of the Premises, and the carpeting, appliances, fixtures and equipment therein, and shall keep and maintain them in good repair and condition, unbroken and operable. Tenants shall be responsible for the maintenance and repair of the Premises, including ordinary wear and tear, other than maintenance and repair which in fact is the obligation of the condominium association (IF ANY). Tenants shall be responsible for any repairs and replacements which individually cost less than \$150.00 including but not limited to batteries of smoke detectors, air conditioning filters, light-bulbs, and all other items which required regular replacement. Landlord shall be responsible for any repairs to such that exceeds \$150.00.

Tenants' initials: (B) (E)

Landlord's Initials: ( )

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Tenants shall be responsible for the installation of any smoke, carbon dioxide or similar detection devices in the Premises. In such event, and in the event such detection devices are in the Premises at the commencement of the Lease Term, Tenants shall be responsible for monitoring and maintaining these detection devices and ensuring each is in working order. With the sole exception of items listed in the attached Move-In Inspection Sheet Tenant has inspected the Premises and accepts it as-is.

10. **ASSIGNMENT; SUBLEASE.** Tenants may not assign the lease or sublease all or any part of the Premises.

11. **KEYS AND LOCKS.** Landlord shall furnish Tenants one set of keys for the dwelling. At end of Lease Term, all keys shall be returned to Landlord at Landlord's address. If the keys or cards are lost, the charge shall be \$100 per key and \$100 per card. Tenants will not place additional locks upon any door or window unless prior written authorization is given by the Landlord and a key of such locks is provided to Landlord. The additional locks are the property of the Landlord.

12. **LANDLORD'S ACCESS TO THE PREMISES.** Landlord may enter the Premises at any time and from time to time, including without limitation:

- (i) for the protection or preservation of the Premises;
- (ii) for the purpose of repairing the Premises;
- (iii) to inspect the Premises; or
- (iv) to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

13. **USE OF THE PREMISES.** Tenants shall use the Premises for residential purposes only. Tenants shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of any condominium association affecting the Premises.

Tenants may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. Any improvements or alterations to the Premises made by the Tenants shall become Landlord's property. Tenants agree not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

14. **RISK OF LOSS/INSURANCE.** Tenants shall each be responsible for and indemnify Landlord from any loss, damage, or injury caused fully or partially, directly or indirectly, by Tenants whether by negligence, intentional act, gross negligence or otherwise. Tenants acknowledge that Landlord and Broker have explained that personal property insurance is available to Tenant, and that Landlord and Broker are not responsible for any loss to Tenant of Tenant's personal property, from whatever cause, other than Landlord's and/or Broker's gross negligence or willful conduct. Tenant is advised to purchase renter's insurance to insure such personal property.

Tenants' initials: (P) (E)

Landlord's Initials: ( )

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15. **DEFAULTS/REMEDIES.** If Tenants: (i) breach any covenants contained in this Lease; (ii) should a Tenants fail to fulfill his responsibilities under the Lease, or fail to comply with the premises of the condominium documents that govern the property, including without limitation, the rules and regulations promulgated thereunder, Landlord shall have all remedies available to Landlord at law or in equity. Tenants agree that any breach of a covenant under this Lease shall be deemed to be a material breach.
16. **NO CRIMINAL ACTIVITY OR BEHAVIOR.** Tenants covenants to comport at all times in a manner that is not criminal (other than traffic citations) during the term of this Lease.
17. **SUBORDINATION/LIENS.** The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time. Tenants shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by Tenants. Tenants shall notify all parties performing work on the Premises at Tenants' request that the Lease does not allow any liens to attach to Landlord's interest.
18. **ATTORNEY'S FEES.** In any lawsuit brought to enforce the Lease or under applicable law, each party shall pay his reasonable court costs and attorneys' fees.
19. **FEES, EXPENSES AND BREACH.** If Tenants default in the performance of any provision of this Lease Agreement or if Landlord is required to take any action to enforce this Lease Agreement, to defend the validity of or interpret this Lease Agreement, then Landlord shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorney fees. Such fees and expenses shall be deemed to be additional rent hereunder and shall be paid by Tenants to Landlord within five days of rendition of a bill to Tenants concerning such costs and expenses. If a three day notice is required to be given, Tenants agree to pay Landlord's legal fees related thereto which are fixed at \$610.00 per occurrence and which shall be deemed to be additional rent.
20. If Tenants terminate this Lease Agreement prior to the end of the Lease Term, or is Tenants fail to take possession of the Premises by the Move-In Date, Tenants forfeit the security deposit. Landlord will not be under any obligation to refund said security deposit.
21. **TENANTS' DISCLAIMER AND RELEASE.** Landlord shall not be responsible or liable to Tenants for any injury, death, or damage resulting from acts or omissions, including negligence, of Landlord, persons in the Premises or occupying adjoining or near the premises or any part of the building of which the premises is part, or for any injury, death or damage to personal property of personal injury resulting to Tenants, or any guest of invitees of Tenants, or their personal property from theft, fire, explosion, falling plaster, steam, gas, electricity, water, mildew or leaks, from any part of the building in which the Premises are situated, or from the bursting, stoppage or leaking of water, gas, sewer or steam pipes, or from appliances or plumbing, or from the roof, street or subsurface or from any other place, or as a result of the use of any amenity at or near the Premises, such as a pool or Jacuzzi, or by dampness or by any willful or grossly negligent conduct. Should Tenants wish to be protected from the risk of the referenced occurrences or other damage, Tenants are obligated to obtain insurance covering such risk.

Tenants' initials: (B) (E)

Landlord's Initials: ( )

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22. **INDEMNIFICATION.** Tenants shall defend, indemnify and hold harmless Landlord and Landlord's servants and employees from and against any and all liability, loss, claims, suits, actions, damages, expenses and causes of action arising out of or related to this Lease Agreement for any personal injury, loss of life, and damage to property (1) by reason or as a result of Tenants's occupancy thereof, or (2) occurring in or about the Premises, and from and against any order, judgments, or decrees which may be entered thereon, whether or not covered by insurance whatsoever, except where such loss or damage arises from Landlord's willful or grossly negligent conduct.
23. All personal property placed in the Premises, or in the storage rooms, or any other part of the building, shall be at the risk of Tenants or the owner of such property. Landlord shall not be liable for any loss or damage to such personal property or from any act of negligence of any cotenant or occupant of the building.
24. **LEAD-BASED PAINT. Lead Warning Statement.** Housing built before 1978 may contain lead-based paint. Lead from paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises. Tenants have received copies of all information listed above and Tenants have received the pamphlet Protect Your Family From Lead in Your Home.
25. **RADON GAS.** As required by law, Landlord makes the following disclosure: "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 department.
26. **BROKER.** Landlord and Tenant recognize Renter's Paradise Realty, Inc. as the procuring cause of this Lease Agreement. Each of Landlord and Tenant acknowledge that no other Broker has been involved in this Lease transaction unless Renters Paradise Realty, Inc. has acknowledged such involvement in writing. Broker is not a principal to this transaction, notwithstanding the Broker's name and address on the top of each page of this Lease. Landlord and Tenant further acknowledge that Renter's Paradise, Inc. solely acted as a broker in this transaction and is not liable to Landlord or Tenant with respect to the obligations of the Landlord and the Tenant: (i) created by this Lease or (ii) created under the laws of Florida or otherwise, in equity or at law, as a result of the Landlord Tenant relationship created by this Lease. Broker is an intended third party beneficiary of this paragraph.
27. **NON-RECOURSE LEASE.** This lease is non-recourse in that in connection with this Lease, Tenant may only seek damages against the Premises, and not against the Landlord, other than for gross negligence or intentional torts.

Tenants' initials: (S) (C)

Landlord's Initials: ( )



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## 28. MISCELLANEOUS.

- (i) Time is of the essence of the Lease.
- (ii) The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenants subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.
- (iii) The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.
- (iv) All questions concerning the meaning, execution, construction, effect validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.
- (v) A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.
- (vi) If applicable, Tenants are entitled and must apply for parking stickers from the Management Office so that Tenants can park in the open parking lot on a regular basis.
- (vii) Tenants will not allow anything to be thrown into waste pipes leading from bathroom, kitchen, or other fixtures which can clog them. If such clogging occurs then the costs of plumbing service shall be paid by Tenants. Tenants acknowledge that the sinks and toilets are not clogged as of the date of this Lease Agreement.
- (viii) No signs, advertisement, notice, doorplate, or any similar device may be inscribed or engraved or fixed to any part of the outside of inside of the Premises.
- (ix) Tenants shall keep the Premises clean and sanitary, remove all trash and garbage in a clean and sanitary manner and shall take all such steps as are necessary to prevent any mold or mildew from forming on the interior of the Premises, including the use of the air conditioning and not allowing excessive moisture in the interior of the Premises.

## 29. TENANTS' PERSONAL PROPERTY. BY SIGNING THIS RENTAL AGREEMENT, TENANTS AGREE THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.

Tenants:

*Signature*

*Printed name*

*Signature*

*Printed name*

Landlord:

*Signature*

*Printed name*

*Signature*

*Printed name*

Tenants' initials:

(B) (E)

Landlord's Initials: ( )

## Renters Paradise Realty

14340 Distavne Boulevard, North Miami, FL 33181 Phone: 305-944-2101 Fax: 305-944-5850

E-MAIL: Pettyerazoz@yahoo.comAPPLICANT: Betty Melendez ErazoBirth Date: 10/2/1986PHONE WHERE YOU CAN BE REACHED: Cell: 914 557 3266Home: 305 944 2999Social Security Number: 050 72 180 7

Driver's License #

State:

Present Home Address: 48st 21 aveApt. No: 112City: MiamiState: FLZip Code: 33141Lease Expires: Month to MonthRent \$: 700How Long: 6 months

Landlord:

Phone:

Reason(s) for leaving: Bad areaPrevious Address: Suecher Ave

Apt. No:

City: PeekskillState: NYZip Code: 10566

Lease Expires:

Rent \$:

How Long: 1 yr

Landlord:

Phone: 914 618 0417

Reason(s) for leaving:

Employed By: GetSmart Kids Academy

Years:

Annual Income:

Work Address: 1550 NE 147stCity: NMIBState: FLZip: 3361Position: TeacherSupervisor: GabrielaSupervisor's Phone Number: 305 944 2999

Previously Employed By:

Years:

Annual Income:

Work Address:

City:

State:

Zip:

Position:

Supervisor:

Supervisor's Phone Number:

E-MAIL:

CO-APPLICANT:

Birth Date:

PHONE WHERE YOU CAN BE REACHED: Cell:

Home:

State:

Social Security Number:

Driver's License #

State:

Zip Code:

Present Home Address:

Apt. No:

City:

State:

Zip:

Employed By:

Years:

Annual Income:

Work Address:

City:

State:

Zip:

Position:

Supervisor:

Supervisor's Phone Number:

The following OTHER persons will occupy the apartment:

Name:

Relationship:

Age:

Name:

Relationship:

Age:

The following pet(s) will be in the apartment: 1:

Weight:

2:

Weight:

Nearest Relative:

Relationship:

Phone:

Address:

City:

State:

Zip:

1st Auto-Make:

Year:

License #:

State:

2nd Auto-Make:

Year:

License #:

State:

Any litigation such as an eviction, suits, judgments, or bankruptcies?

## PLEASE READ CAREFULLY BEFORE SIGNING

It is my (our) understanding that this Application is preliminary only and involves no obligation of the Owner or Agent to approve this application or to deliver occupancy of the proposed premises. If this Application is accepted by the Owner or Agent, my Earnest Money Deposit of \$\_\_\_\_\_ herewith paid will be applied to the Security Deposit and Applicant hereon FORFEITS ALL CLAIMS TO THIS DEPOSIT AS FIXED LIQUIDATED DAMAGES SHOULD APPLICANT CANCEL FOR ANY REASON AFTER 72 HOURS FROM DATE AND TIME OF APPLICATION. If this application is not accepted, this Earnest Money Deposit of \$\_\_\_\_\_ Will be returned to the Applicant. (THE APPLICATION FEE OF \$100.00 IS NOT REFUNDABLE.) I certify that I have read the above Application; that the information contained therein is true and correct. I understand that this application shall be incorporated in and become part of the Lease of the premises sought and if incorrect or untrue shall be grounds for cancellation of the Lease at the option of the Owner or Agent. I understand that clear and sufficient funds are required upon move in. I understand that in the instance that Renter's Paradise Realty does not manage the property sought, Renter's Paradise Realty is not responsible for enforcement of any contract or Lease terms, is not responsible for any deposits or other monies held in escrow by landlord, or for the maintenance of the premises. I (we) hereby authorize you to make any inquiries you feel necessary to evaluate my tenancy.

Signature of Applicant:

Date:

Signature of Co-Applicant:

Date:

ADDRESS:

APT:

RENT:

TERM:

DESIRED MOVE IN DATE:

RENTED BY:

Renters Paradise, Inc.  
14340 Biscayne Blvd  
North Miami Beach, FL 33181  
305-944-2101

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public  
personally appeared:

\_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ who produced identification and signed this  
Lease on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public  
personally appeared:

\_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_ who produced identification and signed this  
Lease on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Tenants' initials: B, E)

Landlord's Initials: ( )