

# 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”), **1525 NE 125<sup>th</sup> St Prestige Pointe, LLC** (“Owner”), and **Molly J. Bryant** (“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**

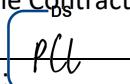
The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “**Contract End Date**” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result 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 <sup>Contract</sup> 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 (First, M., Last)	Party to Lease	Minor/Under 18
Molly J. Bryant	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### 5.2 Tenant Obligations

During the term of this Contract, Tenant will:

- a) Promptly pay, when due, any portion of the Contract Rent (or other fees due to the Owner under the Lease) not paid by the Rental Assistance Payment; and
- b) Comply with the Lease in all material respects; and
- c) Promptly notify the Program Administrator of (i) any intention to terminate the Lease and/or vacate the Unit or (ii) the presence of any physical deficiencies in the Unit that present an immediate danger to health and safety (e.g. electrical shorts, gas leaks, etc.) that have not been addressed by the Owner; and

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

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

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

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

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

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

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

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

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

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

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

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

Owner/Representative Initials:  Tenant Initials: 

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

### **8.1 Default**

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

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

### **8.2 Enforcement**

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

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

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

## **SECTION 9 – MISCELLANEOUS PROVISIONS**

### **9.1 Conflict of Interest**

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

immediate family ties, during their tenure with the PJ or Program Administrator and for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

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

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

## **9.2 Assignment**

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

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

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

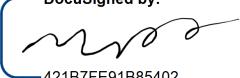
- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted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

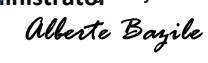
## **9.4 Headings and Pronouns**

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

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

<b>Owner</b>	DocuSigned by:  205B600C392A474...	Immacula Carpentier 1525 NE 125TH Street Prestige Pointe, LLC Owner/Property Manager	Date: 1/8/2021
Owner/Landlord Representative Signature			

<b>Tenant</b>	DocuSigned by:  421B7FE91B85402...	Molly J. Bryant Tenant	Date: 1/8/2021
Signature			

<b>Program Administrator</b>	DocuSigned by:  B98C99AB13F54BA...	Alberte Bazile Program Administrator	Date 1/8/2021
Authorized Representative Signature			

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

Approve as to Form and Legal Sufficiency	DocuSigned by:  8AF8443D714D491...	Jeff P.H. Cazeau, Esq. City Attorney	Date 1/11/2021
Signature			

Signature	DocuSigned by:  E0514CC216694D9...	Theresa Therilus, Esq. City Manager	Date 1/13/2021
Signature			

Signature	DocuSigned by:  BB47A3B4B262492...	Vanessa Joseph, Esq. City Clerk	Date 1/13/2021
Signature			

## EXHIBIT A: PROJECT SPECIFIC INFORMATION

Parties to this Contract		
<b>Program Administrator</b>	City of North Miami	
<b>Owner</b>	1525 NE 125th St Prestige Pointe, LLC	
<b>Tenant</b>	Molly J. Bryant	
Contract Dates		
<b>Contract Start Date:</b> 1/13/2021	<b>Contract End Date:</b> 09/30/2021	
Unit & Lease Information		
<b>Unit</b> (Address and Unit #): 1525 NE 125 Street, Apt 307, North Miami, FL 33161		
Lease Start Date: 01/19/2019	Lease End Date: Month-To-Month	
<b>Contract Rent</b> (total due under Lease): \$1,125.00 per month		
Rental Assistance		
<b>Tenant Contribution:</b> \$ per month	<b>Rental Assistance Payment:</b> \$3,375.00 (Nov, Dec & Jan. Up to 3 months)	
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:	1525 NE 125th St Prestige Pointe, LLC	
Mailing Address:	14050 NE 6 Ave, Office 100, North Miami, FL 33161	
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}*



## 1525 NE 125TH ST PRESTIGE POINTE LLC

14050 NE 6th Ave • North Miami, FL 33161  
(305) 232-7954

### 1. Residency and Financials

#### 1.1 PARTIES AND OCCUPANTS

**Bldg:** Prestige Pointe      **Unit:** 307

**Apartment Address:**  
1525 NE 125TH St.  
Apt # 307  
North Miami, FL 33161

**Community Name:** Prestige Pointe

**Lease Start Date:** 01/19/2019

**Ending:** 12/31/2019

**Monthly Rent:** \$1,125.00

**Prorated Rent:** \$487.50

**Security Deposit:** \$1,125.00

#### Other Fees Paid

Admin Fee Non-Refundable	\$250.00
Sure Deposit Non-Refundable	\$175.00
Owner Held Security Deposits	\$1,125.00
<b>Total:</b>	<b>\$1,550.00</b>

#### 1.2 PARTIES

THIS RESIDENTIAL LEASE AGREEMENT (the "Lease"), dated 01/19/2019, is made between 1525 NE 125th St Prestige Pointe LLC (the "Landlord"), and the following individual(s):

Molly J. Bryant

who are collectively referred to as "Tenant".

The following is/are any individual(s) under the age of 18 who shall reside on the Premises:

who are collectively referred to as "Occupant".

#### 1.3 RENTAL PROPERTY

In consideration of the full payment by Tenant of the rental amounts required under this Lease when the same shall become due and payable and the performance of all of the other terms and conditions of this Lease, Landlord hereby leases to Tenant the Premises described as 1525 NE 125TH St.

Apt # 307  
North Miami, FL 33161  
(the "Unit" or "Premises").

#### 1.4 TERM OF LEASE

The Lease shall begin on 01/19/2019 (the "Commencement Date") and shall end on 12/31/2019 (the "Termination Date" and such period constituting the "Term").

If the actual beginning of occupancy of the Premises is delayed because of a prior resident continuing to occupy the Premises, or for any reason beyond the direct control of Landlord, Landlord shall not be liable to Tenant in any respect from such delay, and this Lease shall remain in force, subject to the following: (a) Tenant will not have to pay rent for each day during such delay; and (b) Tenant may terminate this Lease by giving notice in writing to Landlord no later than the third (3rd) day of such delay, whereupon Tenant shall be entitled to a refund of Tenant's Security Deposit and Application Fee, if such fee/deposit has been paid to Landlord. The cleaning or repair of the Unit will not entitle Tenant to rent abatement or a right of termination. If Tenant has signed the lease and the Unit is ready for move-in but the Tenant subsequently fails to move in, the Landlord shall be entitled to, and the Tenant shall pay, an amount equal to the first month's rent as liquidated damages. If a security deposit has been made, Landlord shall be entitled to the security deposit or a portion thereof, equal to the first month's rent, as liquidated damages.

#### 1.5 RENT

A. Amount. The amount of the rent is \$1,125.00 (the "Rent") to be paid monthly, in advance on or before the 1st day of each month.

B. Payment. Rental payments are made payable to the Landlord. Refer in the 'Rent Payment Method Lease Addendum'

C. Late Fee. If the Rent is not paid by 5:00 p.m. on the 3rd day of the month, Tenant shall pay as additional rent a late charge of ten percent (10%) of the total Rent for every month in which the full rental amount plus any late and/or other charges remain unpaid. All such late charges and other amounts due Landlord as set forth herein and/or by Addendum hereto, except for any liquidated damages under this Lease, are deemed rent for purposes of this lease. Tenant agrees to pay Rent, including any fees due to Landlord, by cashier's check or money order or via online payment or electronic payment if Tenant tenders the same after the 3rd day of the month. FAILURE TO PAY ANY LATE FEE(S) UNDER THE TERMS OF THIS LEASE SHALL CONSTITUTE A DEFAULT UNDER THIS LEASE.

#### 1.6 ADMINISTRATION FEE

Tenant agrees to pay a \$250.00 non-refundable administration fee to Landlord/Agent in order to ensure that tenant complies with all terms and conditions of the lease.

#### 1.7 USE & OCCUPANCY OF PREMISES

A. The Premises shall be used by Tenant for residential purposes only. The Premises will be occupied only by those persons listed as a Tenant or Occupants in Section I above. Any additions or other changes to the list of Tenants or Occupants must be approved in writing by Landlord in advance.

B. Any individual not listed as a Tenant or Occupant who intends to stay overnight on the Premises shall be considered a guest ("Guest"). No Guest(s) shall occupy the Premises for more than two (2) nights in any one month without the express written consent of Landlord. Any Guest(s) staying more than two (2) nights in any one (1) month period without the express written consent of Landlord shall constitute a default of this Lease. It is hereby agreed that upon such default, Rent shall be increased \$500.00 per Guest per month for each month upon which such unauthorized Guest(s) reside(s) on the Premises, and Landlord, at Landlord's sole discretion, may terminate this lease.

C. Tenant shall be held liable for the acts of any Occupant(s) and/or any agents, invitees, family members, employees or Guests, including such acts which occur with or without Tenant's knowledge, which may constitute a default under any provision of this Lease.

#### 1.8 FUNDS COLLECTED ON OR BEFORE LEASE SIGNING.

The following funds are due on or before the signing of this Lease unless otherwise agreed to in writing by the Landlord:

First Month's Rent \$487.50 ✓

Security Deposit \$1,125.00

Other Charges (If Applicable)

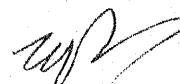
Admin Fee Non-Refundable \$250.00

Sure Deposit Non-Refundable \$175.00

Owner Held Security Deposits \$1,125.00

Total: \$1,550.00

TOTAL DUE: \$2,048.30



### 1.9 PETS.

Pets are prohibited on the Premises.

### 1.10 SECURITY DEPOSIT.

A. Upon signing this Lease, Tenant shall deposit with Landlord the amount of \$1,125.00 as a security deposit (the "Security Deposit") to be held pursuant to the conditions provided in this Lease and incorporated herein by reference for all purposes. The Security Deposit is in addition to the amount which Tenant must pay for First Month's Rent, and Non-Refundable Application Fee.

B. Tenant agrees that the Security Deposit is intended to secure the faithful performance by the Tenant of all terms, covenants and conditions of this Lease including, but not limited to, the cost of damages beyond normal wear and tear, unreturned keys, unpaid Rent and any other amount due and legally allowable under the terms of this Lease. Tenant may be responsible for any unpaid charges or attorney fees, suffered by Landlord by reason of Tenant's default of this Lease. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.

C. Landlord agrees to refund the Security Deposit upon satisfaction of all of the following conditions, in Landlord's sole discretion, except as modified by exercise of other provisions of the Lease:

- i. Complete vacancy of the Premises by all Tenants and Occupants on or before the Termination Date or any earlier termination date under this Lease.
- ii. Expiration of the Term, or termination of this Lease in accordance with the express provisions thereof.
- iii. Payment by Tenant of all rental, liquidated damages, and other amounts required under the Lease, all of which amounts may be deducted from the Security Deposit.
- iv. Thorough cleaning of the Premises, including, but not limited to, all kitchen appliances (including without limitation refrigerator, oven, range, dishwasher), baths, closets, storage areas, patios/balconies, etc., so as to be in the same condition as same were in on the Commencement Date, normal wear and tear excepted.
- v. An absence of damage to the Premises, whether caused by Tenant, Occupant or otherwise.
- vi. Performance by Tenant of all of the other covenants and obligations of Tenant under the Lease during the Term.
- vii. Tenant providing Landlord in writing with Tenant's forwarding address.

D. By execution of this Lease, Tenant acknowledges receipt of the following copy of the provisions of Section 83.49(3) of the Florida Statutes, which provides as follows:

"(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his intention to impose a claim on the deposit and the reason for imposing the claim. This notice shall contain a statement in substantially the following form:

"This is a notice of my intention to impose a claim for damages in the amount of \$\_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as required by section 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to \_\_\_\_\_."

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

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

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

E. Landlord agrees to refund the Security Deposit to Tenant, after deducting therefrom all damages or charges for which Tenant is legally liable under the Lease or as a result of a default under the Lease in accordance with the provisions of Florida Law.

F. Withholding of Rent. Tenant acknowledges that Tenant shall have no right to apply any portion of the Security Deposit to the Rent, and that the Rent shall be paid on or before the due date each month during the Term, including the last month of occupancy.

G. Retention of Security Deposit Funds. Landlord hereby declares and gives notice that all monies taken as security deposits are held in the Florida banking institution known as: Wells Fargo. The account is not commingled with the funds of a general bank account but are maintained in a separate NON-interest bearing account for the benefit of the residents. Accordingly, all security deposits will NOT accrue interest.

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



RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

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

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

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

#### 1.11 TENANT DEFAULT

If Tenant allows any one or more of the following events (herein sometimes called an "Event of Default" or a "Default") to happen:

- A. if default shall be made in the payment of any Rent or other charges or amounts herein reserved upon the date the same become due and payable and such default continues for a period of three (3) days;
- B. if default shall be made by Tenant in the performance or compliance with any of the other covenants, agreements, terms or conditions contained in this Lease (except failure to pay Rent as provided in Section 4), and such default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant;
- C. if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, and such petition, proceeding or appointment is not dismissed within ninety (90) days; or
- D. if Tenant should encumber this Lease, or assign this Lease or sublet the Premises in violation of Section 26 of this Lease, then in any such event Landlord may exercise any of the remedies set forth in Section 10.

#### 1.12 LANDLORD'S REMEDIES

A. In the event of an Event of Default, including non-payment of Rent, Tenant shall be deemed in default of this Lease and Landlord may terminate this Lease in accordance with Chapter 83, Part II of the Florida Statutes. Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Premises, as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.

B. Upon default or early termination of the Lease by Tenant, Landlord's potential remedies may include:

1. i. Terminating the Lease, retaking possession of the Unit and terminating any further liability of Tenant;
2. Retaking possession of the Unit, holding Tenant liable for the difference between the Rent stipulated to be paid under the Lease and what Landlord is able to recover from re-letting the Premises; or
3. Stand by and do nothing, holding Tenant liable for the Rent as it comes due.

C. Once Landlord has the right to take possession of the Premises under this Section, Landlord may, without further notice or demand, re-enter the Premises and remove all persons and property therefrom, without prejudice to any other legal rights which Landlord may assert under the terms and provisions hereof. Such right of re-entry and removal shall be in addition to Landlord's right after Tenant's abandonment of the Premises to remove all property of Tenant from the Premises. Tenant agrees that Landlord, subject to any other provisions found in the Lease herein, has all rights or remedies provided by law, in equity or by the provisions hereof to enforce this Lease, including, but not limited to, collection of accrued rent, future rent or agreed upon liquidated damages in lieu of future rent, or other damages for default under this Lease, together with all court costs, reasonable attorney's fees, and/or fees paid to any collection agency incurred in connection therewith, as well as all reasonable expenses for the removal of personal property therefrom and for repairing or replacing any damage to the Unit above and beyond normal wear and tear, caused by Tenant's default under any of the terms and provisions of this Lease, and that Landlord may enforce such rights and remedies even after the termination of this Lease.

#### 1.13 ACCEPTANCE AND CARE OF PREMISES.

A. Tenant acknowledges that Tenant has examined and accepted the Premises "AS IS", and on the Commencement Date, the interior and exterior of the Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order. Defects and damage(s) not reported to Landlord on the Commencement Date shall be presumed to have first occurred during Tenant's occupancy of the Premises.

B. Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Premises, and Tenant accepts the Premises in its AS IS, WHERE IS condition.

C. Tenant shall use reasonable diligence in care of the Premises, and shall at all times:

1. Comply with all obligations imposed upon Tenant as a resident by applicable provisions of building, housing and health codes.
2. Keep the Premises clean and sanitary; remove all garbage from Premises in a clean and sanitary manner.



3. Tenant shall abide by all local recycling regulations.
4. Use and operate in a reasonable manner and keep clean and sanitary all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances.
5. Not destroy, deface, damage, impair or remove any part of the Premises or property located therein or elsewhere in the community belonging to Landlord or the community nor allow any person to do so.
6. Conduct himself or herself, and require other persons on the Premises with his or her consent to conduct themselves, in a manner that does not disturb the Tenant's neighbors or constitute a breach of the peace. Landlord can ask a Tenant's and/or Occupant's agents, invitees, employees or Guests to leave the property if the Landlord believes, in Landlord's sole discretion, that the agents, invitees, employees or Guests are causing a nuisance or breach of the peace.

#### 1.14 MAINTENANCE AND REPAIR

A. Landlord shall be responsible for repairs in or about the Premises unless specifically stated otherwise under the terms of this Lease.

B. Tenant agrees to make maintenance checks at proper intervals on smoke detector alarm located in the Unit. It shall be the Tenant's responsibility to make these operational safety tests of the smoke detector at least once a month and notify Landlord in writing of any malfunction. It shall be prohibited for any Tenant or Occupant to remove or to intentionally interfere with the proper operation of any required detector. If the Tenant or Occupant tampers with the detector or removes batteries, the Tenant is in violation of this ordinance and may be subject to a fine.

C. Tenant is responsible for changing the air conditioning and heating filter monthly, or more often if required. Tenant shall provide access to Landlord on a quarterly basis to ensure that this requirement has been satisfied. In the event Tenant fails to do so, Tenant will be in violation of this lease and shall be responsible for all damages to the air conditioning unit and the apartment structure and contents, including damages as result of A/C leaks and/or floods.

D. Tenant shall maintain the apartment Unit, including the fixtures therein, in a clean, sightly and sanitary condition. Tenant shall not, without the consent of Landlord, alter, remodel or change the appearance and/or structure of the apartment unit, building or grounds.

E. It is the responsibility of Tenant to promptly notify Landlord in writing of the need for any repair of which Tenant becomes aware. In the event refrigerator, freezer, hot water, heating, air conditioning, plumbing or other equipment shall need repair immediately, and if Tenant does not notify Landlord in writing of the needed repair or for any reason that is beyond the control of Landlord, any such utilities require reduction or cut off, the Landlord shall not be liable for any damage arising out of Landlord's failure to furnish such services. Additionally, Tenant agrees to keep their perishables and food from spoiling until such time as the appliance can be repaired; Landlord will not be responsible for those losses.

F. Tenant is solely responsible for keeping all plumbing fixtures in the Unit (i.e., sinks, toilets, shower heads, faucets) clean, sanitary and in good repair. Landlord is not responsible for the maintenance of clogged toilets, drains and/or sinks located within the Unit. Tenant shall be responsible for contacting a licensed professional, and any costs incurred thereto, for such maintenance.

G. Tenant shall repair any damaged or broken windows and/or exterior doors within seventy-two (72) hours from the date of damage or break. Failure to repair any window or exterior door within the time period prescribed shall constitute a default under this Lease.

H. Tenant acknowledges that the Unit may or may not have blinds and/or curtains on windows at the time of occupancy. Landlord is not responsible for providing or maintaining these blinds and/or curtains in the Unit. Also, Tenant must cover windows/balconies with proper window blinds and/or curtains. Tenant is strictly prohibited from covering windows and/or balconies with newspaper, cardboard, blankets, aluminum foil and/or any other materials of such nature.

I. Upon commencement of occupancy, Landlord shall furnish light bulbs of prescribed wattage for light fixtures located in the Unit; thereafter Tenant shall be responsible for replacing light bulbs with light bulbs of the prescribed wattage.

J. If any required repair is caused by the negligence of Tenant, Occupant and/or any agents, invitees, employees or Guests of Tenant and/or Occupant, Tenant shall be fully responsible for the cost of the repair and/or replacement that may be needed.

#### 1.15 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

A. Alterations, additions and improvements to the Unit by Tenant may only be made after receipt of the prior written consent of same by Landlord, which may be unreasonably withheld. If such approved changes are made they shall become the property of Landlord and shall be surrendered with the Premises at the expiration or termination of this Lease, or, at the sole discretion of Landlord, the Unit shall be returned to its original condition at the sole expense of Tenant. No holes may be drilled into the walls, woodwork, or floors, and no waterbeds or antenna installations (including citizens band radio antennas) or satellite dishes or alarm systems or wall phones or stringing of wires, or change of locks or additional locks shall be permitted except with Landlord's prior written consent, which may be unreasonably withheld.

B. Tenant shall not be allowed to add lock(s) to the Unit or change the lock of the Premises without the prior written consent of the Landlord. Landlord may, at its sole discretion, charge a relock fee if it consents to a change in lock.

C. Landlord shall not unreasonably withhold consent to the installation or maintenance of a waterbed on the Premises by Tenant, provided applicable building codes are not violated, and further provided that Tenant carries, during the Term, flotation bedding system insurance (as is standard in the industry) in an amount deemed reasonable by Landlord to protect Landlord against loss from personal injury and damage to the Premises or the community. Any such policy shall name the Landlord as Loss Payee. Tenant shall provide Landlord with proof of such



insurance, if applicable, within seven (7) days of receipt of written request therefore. Tenant's failure to so provide proof of insurance shall be a material default under this Lease.

D. Notwithstanding anything contained herein to the contrary, Tenant shall have the right to obtain franchised or licensed cable television service as is provided by Florida law. Tenant shall be responsible for any external or internal holes or physical property damage caused to the Unit or exterior building due to the installation of any antenna(s), wiring, receivers, components, satellite dishes or any other equipment by Tenant or any outside service provider.

E. Tenant will not remove Landlord's fixtures, furniture, and /or furnishings from the Premises for any purpose.

#### 1.16 UTILITIES & SERVICES

A. Tenant is responsible all utilities and services other than those listed in Section 14(b). Tenant is required to register the utilities and services in Tenant's name. Tenant understands and agrees that essential services are to be maintained and operational at all times.

B. Landlord will be responsible for the following utilities and services: water, cable and internet.

C. Tenant agrees that Landlord will not be held responsible for the loss of use, or discontinuation or interruption of any utility or extra services beyond the Landlord's control. Tenant shall immediately notify the Landlord in writing of any malfunction of a utility. Tenant may not be negligent in his/her use of any included utility or service. If by Tenant's negligence or fault, the utility bill or service fee dramatically increases, Tenant shall be billed for any overages which will then be due and payable by Tenant as additional rent.

#### 1.17 APPLIANCES

A. Landlord will supply and maintain on the Premises: refrigerator, and stove. Tenant shall maintain appliances as provided in good working order and report any malfunction to Landlord. Any damage sustained due to neglect or misuse by Tenant shall become Tenant's full responsibility, either in appliance repair or replacement. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Unit at the end of this Lease.

B. Tenant must have written approval from Landlord before installing any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by Tenant. Tenant agrees that Tenant shall be responsible for any damage that occurs to the Premises resulting from the addition of any appliance that is supplied by Tenant.

#### 1.18 DAMAGE OR DESTRUCTION OF PREMISES

In the event of damage or destruction to Premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, Tenant shall immediately notify Landlord in writing. If the damages are such that occupancy of the Premises as a whole can be continued, Landlord shall make repairs as needed with reasonable promptness and Rent shall not be abated during the period of such repairs. If only part of the Premises is rendered unusable by the damage or destruction, Tenant may vacate only that portion of the Premises rendered unusable and Tenant's rent shall be reduced by the fair market value of the unusable portion of the Premises during the period of partial vacancy, provided the damage or destruction was not caused by Tenant, and/or Occupant, guest, agent or invitee of Tenant or Occupant, but in all other respects the terms and provisions hereof shall continue in full force and effect. In either event, if the damages resulted from the wrongful or negligent acts of Tenant, Landlord may pursue all of its remedies against Tenant provided under Florida law. If, in Landlord's sole opinion, the Premises are so damaged or destroyed other than by the wrongful or negligent acts of Tenant so as to substantially impair Tenant's enjoyment of the Premises, the Lease may be terminated by Landlord, in which event Tenant shall immediately vacate the Premises. In the event the Premises are damaged or destroyed so as to substantially impair Tenant's enjoyment of the Premises due to wrongful or negligent acts of Tenant, Landlord may, in addition to Landlord's other remedies under Florida law, terminate this Lease, in which event Tenant shall immediately vacate the Premises, or without terminating the Lease, require Tenant to accept a comparable unit in the community for the remaining term of the Lease, in which event all of the terms and provisions of this Lease shall continue in full force and effect in relation to such comparable unit, and Tenant shall immediately vacate the Unit and take possession of such comparable unit.

#### 1.19 LANDLORD'S OBLIGATIONS

Landlord agrees to comply with the requirements of applicable building, housing and health codes, to make all reasonable repairs (subject to notification by Tenant of the need for such repairs and Tenant's obligation to pay for damages caused by Tenant, Occupant, or their agents, invitees, or Guests), and to comply with all applicable state and local laws. Where there are no applicable building, housing or health codes, Landlord shall maintain the roof, windows, screens, floors, steps, porches, exterior walls, foundations and all other structural components in good repair and capable of resisting normal forces and loads. Notwithstanding the foregoing, Landlord is not responsible to Tenant for conditions created or caused by the wrongful or negligent acts or omissions of Tenant, Occupant, or their agents, invitees, or Guests. Landlord's failure to fulfill the agreements contained herein within a reasonable period of time shall not affect Tenant's obligation to promptly pay the Rent as and when the same shall become due and payable under this Lease, nor give Tenant any right of abatement or withholding or escrowing of rental payments, except as may be otherwise provided under Florida law.



#### 1.20 REIMBURSEMENT BY TENANT

Tenant agrees to reimburse Landlord promptly in the amount of the loss, property damage, and/or cost of repairs or services to the Unit and/or the community caused by the intentional acts, negligence or improper use by Tenant, Occupants, or their agents, invitees, or Guests. Acceptance of money from Tenant shall not act as a waiver by Landlord of Landlord's rights to pursue any and all remedies available to Landlord under the circumstances. Tenant shall also be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Landlord. Landlord's failure or delay in demanding damage reimbursements, late payment charges, returned check charges, or other sums due from Tenant, shall not be deemed a waiver thereof, and Landlord may demand same at any time, including move-out.

**IT IS UNDERSTOOD AND AGREED THAT LANDLORD MAY, UPON TERMINATION OF THE LEASE, DEDUCT UNPAID RENT, DAMAGE REIMBURSEMENTS, UTILITY CHARGES, LATE-PAYMENT CHARGES AND/OR RETURNED CHECK CHARGES, OR ANY PORTIONS THEREOF, FROM TENANT'S SECURITY DEPOSIT, WITHOUT WAIVER OF ANY OTHER RIGHTS OR REMEDIES OF LANDLORD, ALL IN ACCORDANCE WITH THE TERMS OF THIS LEASE.**

#### 1.21 PROPERTY LOSS.

Landlord shall not be liable for any damages or losses to person or property caused by the negligent acts or omissions of persons other than Landlord. Landlord shall not be liable for personal injury or damage or loss to Tenant's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, or other causes whatsoever. WE STRONGLY RECOMMEND THAT TENANT SECURE INSURANCE TO PROTECT TENANT AND TENANT'S PROPERTY ("RENTER'S INSURANCE"). It is Tenant's responsibility to obtain renter's insurance to insure personal property from loss. Tenant is required to obtain rental insurance in the amount of \$100,000 for bodily injury liability and \$100,000 for property damage from whatever cause to his person or property and to the person or property of those on the premises with his consent, and Tenant shall indemnify and hold all other parties, including Landlord, harmless from all claims arising from any such injury or damage throughout the term of the tenancy. Tenant is responsible to obtain insurance within seven (7) days of residing on the Premises. Should any injury or damage occur within the first seven (7) days or prior to obtaining rental insurance, Tenant shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage. Landlord's property insurance does not cover risk of loss to any of Tenant's property.

#### 1.22 MOLD AND MILDEW.

Tenant acknowledges that the Premises is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of the Premises to retard or prevent the growth of mold and mildew. Tenant agrees to be responsible for properly ventilating and dehumidifying the Premises and the contents to retard and prevent mold and mildew and that Landlord shall not be responsible for damage to the Premises or the personal property contained therein for damages caused by mold and mildew.

#### 1.23 REMEDIES CUMULATIVE; NON-WAIVER

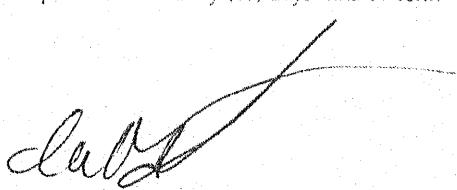
All rights and remedies given to Landlord shall be distinct, separate and cumulative and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically limited or waived in this Lease. The payment or acceptance of money by Landlord after it falls due after knowledge of any default under this Lease, or after the termination in any way of the term of Tenant's right of possession hereunder or after the service of any notice, or after commencement of any suit, or after final judgment for possession of the premises shall not reinstate, continue or extend the term of this Lease, or effect any such notice, demand or suit or any right hereunder not expressly waived. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. Tenant's obligation to pay Rent during the term of this Lease or any extension thereof or any holdover tenancy shall not be waived, released, or terminated by the service of any demand for possession, notice of termination of tenancy, institution of any action for forcible detainer, ejection or for any judgment or for possession or any other act or acts resulting in termination of Tenant's right of possession.

#### 1.24 LANDLORD'S RIGHT OF ENTRY

Landlord and/or Landlord's agents, with twenty-four (24) hours written notice posted on the door of the Premises, has the right during the Term to enter the Premises during reasonable hours to inspect the Premises, make repairs or improvements or show prospective buyers and/or tenant(s) the Premises. In the event of an emergency, Landlord reserves the right to enter Premises without notice. It is required that Landlord have a working set of keys and/or security codes to gain access to the Premises. Tenant will not change, or install additional locks, bolts or security systems without the written permission of the Landlord. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

#### 1.25 END OF LEASE TERM; VACATING

A. Vacating Tenant; Notice or Liquidated Damages; Section 83-575 P.S. Tenant must provide Landlord with sixty (60) days' written notice before vacating the Unit on the Termination Date ("End of Term Notice"). If Tenant does not provide a full sixty (60) days' End of Term



Notice before vacating the Premises at the end of the Term then, in addition to paying Rent through the end of the Lease, Tenant also shall be liable for liquidated damages in an amount equal to one (1) month's Rent.

**B. Move-Out Procedures.** When Tenant moves out of the Premises, an inspection of the condition of same shall be made after all of the personal effects of Tenant have been removed. Tenant may accompany Landlord during said inspection to help resolve any problems that may arise. Failure of Tenant to do so shall constitute a concurrence by Tenant in Landlord's assessment of charges for damages or cleaning. After inspection by Landlord, appropriate charges will be assessed against Tenant by Landlord for any missing items, damages or repairs to the Premises, or its contents (normal wear and tear excepted); insufficient light bulbs; scratches, burns, or holes in the walls, doors, floors, draperies, carpets and/or furniture; and for cleaning the Premises (including all kitchen appliances). A reasonable charge for each unreturned key (including mail-box key, if any) will be assessed to Tenant, and a charge of \$50.00 for replacing locks shall be assessed if all door keys to the Premises are not returned to Landlord.

**C. Remaining Tenant; Month-to-Month Tenancy.** If Tenant remains in the Unit at the end of the Lease with the Landlord's permission but has not signed a new lease, this Lease shall be automatically renewed on a month-to-month basis at the market rate of rent for that unit, plus an additional month-to-month fee of \$100.00, which may be terminated by either party upon not less than fifteen (15) days' written notice of intent to vacate prior to the end of any monthly period. If Tenant fails to give such notice then, in addition to paying monthly rent during the month-to-month tenancy, Tenant is liable to Landlord for liquidated damages in an amount equal to one (1) month's Rent. Notwithstanding anything to the contrary, Tenant may not remain on a month-to-month basis for more than one-month, unless agreed to in writing between Landlord and Tenant.

**D. Failure to Vacate; Holding Over.** If Tenant continues in possession of the Unit after the expiration or termination of this Lease without the written permission of Landlord, Tenant shall be liable for double the Rent for each day Tenant so continues in possession of the premises, in addition to all other damages provided for under the Lease and/or Florida law other than monthly rent.

## 1.26 NOTICES

**A. Notice; Delivery of Notice.** Any notice, required by the terms of this Lease shall be in writing. Any notice or document required or permitted to be delivered under this Lease shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, first class or certified or registered mail addressed to Tenant at Tenant's residence address at the Premises (or if Tenant's residence address changes, to such other residence address as Tenant may at any time designate by written notice to Landlord), and to Landlord at the office address at

14050 NE 6th Ave  
North Miami, FL 33161

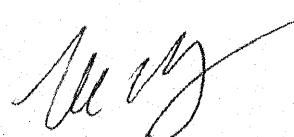
(or at such other address or addresses as Landlord may at any time or from time to time designate in writing to Tenant) or via email to [leasing@gpstates.com](mailto:leasing@gpstates.com). Personal delivery of any such notice by Landlord or Tenant at the above address(es) shall be deemed effective delivery hereunder. Notwithstanding anything herein to the contrary, all notices to Landlord and/or Tenant required pursuant to Part II of Chapter 83 of the Florida Statutes shall be served in accordance with Part II of Chapter 83.

**B. Communications with Landlord.** Tenant agrees to handle his or her communications with management and other residents or persons in a reasonable and courteous manner. Belligerent behavior and/or obscene language by Tenant will result in the termination of the Lease by Landlord. If Tenant, Occupant or any other person residing in or visiting the Premises, including, but not limited to, Tenant's and/or Occupant's agents, invitees, or Guests (herein collectively called the "Tenant's Group"), commits any criminal act, creates any public or private nuisances, or stalks, threatens, intimidates or harasses Landlord, or any other resident or any family members, guests, invitees, employees or agents of any said parties, or otherwise engages in any intentional misconduct, then, in such event, Tenant shall be in default of the Lease and Landlord shall have the right to terminate this Lease pursuant to Florida Statutes 83.56(2)(a) by delivering written notice of termination to Tenant, in which event Tenant shall immediately vacate the Unit, and remove all other members of the Tenant's Group from the Premises. In the event of such termination, Tenant shall remove all property of the Tenant's Group from the Premises within seven (7) days from delivery of written notice. If any member of the Tenant's Group shall fail or refuse to leave the Premises immediately upon the demand in accordance with these provisions, then, in such event, Landlord shall have the right immediately to obtain a court order specifically enforcing the provisions of this section, with all costs/fees incurred to be payable by Tenant. Termination pursuant to this provision shall not relieve Tenant of any obligations accruing prior to termination, including, but not limited to, the obligation to pay Rent. Any other reentry upon the Premises by any of the Tenant's Group after recovery of possession by Landlord shall be criminal trespass.

## 1.27 ABANDONMENT

If Tenant vacates the Premises prior to the Termination Date without written permission from the Landlord, or Tenant is absent from the premises for fifteen (15) consecutive days while all or any portion of the Rent is delinquent, such action shall be deemed an abandonment of the Premises and a default under the terms of this Lease. Under these circumstances, Tenant may be responsible for damages and losses allowed by federal, state and local regulations.

**BY SIGNING THIS LEASE, TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTE CHAPTER 83, LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF TENANT'S PERSONAL PROPERTY.**



### 1.28 ASSIGNMENT OR SUBLEASE

Subletting of the Premises or assignment of the Lease is not permitted without the express written permission of Landlord, which may be unreasonably withheld. All provisions, terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, personal representatives, successors and assigns.

### 1.29 TENANT INFORMATION

If Tenant has supplied information to Landlord by means of a rental application or similar instrument, Tenant covenants that Tenant knowingly and voluntarily gave all such information, and if such information proves to be false or misleading in any material respect, Tenant shall have committed a material default under of this Lease that Tenant shall not be permitted to cure.

### 1.30 NON-WAIVER

Failure of Landlord to insist upon strict, timely compliance by Tenant with any term(s) of this Lease shall not amount to nor be construed as nor otherwise constitute a waiver by Landlord of Landlord's right thereafter to insist upon strict and timely compliance by Tenant of any and all terms and conditions of this agreement, including, without limitation, any term(s) that may not have been enforced strictly by Landlord previously. Acceptance by the Landlord of Rent after knowledge of any default under this Lease by the Tenant shall not be a waiver of the Landlord's right nor construed as an election by the Landlord not to enforce the provisions of this Lease pursuant to such a default. Landlord's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due Landlord, shall not be a waiver of Landlord's right to insist on payment thereof. Landlord may demand same at any time, including move-out and thereafter.

### 1.31 SEVERABILITY

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms or effect to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. Each covenant herein shall be an independent covenant.

### 1.32 LIENS OR SALES

Landlord may encumber the Premises and/or the building and/or land by mortgage(s), lease and/or deed(s) of trust. Any such mortgage(s) or deed(s) of trust so given shall be a lien on the land and building superior to the rights of the Tenant herein. Foreclosure of any mortgage or sale under a deed of trust shall not constitute a constructive eviction of Tenant and Tenant agrees to attorney to the purchaser at such foreclosure or sale as if this Lease was by and between Tenant, as tenant, and such purchaser, as landlord. Any sale of the Unit shall not affect this Lease or any of the obligations of Tenant hereunder, but upon such sale Landlord shall be released from all obligations hereunder and Tenant shall look solely to the new owner of the Unit for the performance of the duties of "Landlord" hereunder from and after the date of such sale.

### 1.33 CONDEMNATION

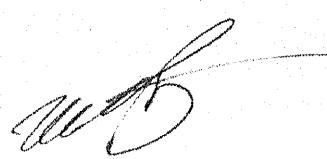
If the whole or a substantial part of the Premises is taken or condemned by any competent authority for any public use or purpose, this Lease shall, at the option of the Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the area so taken shall be required for such use of purpose. Landlord shall be entitled to receive the entire condemnation award without apportionment with Tenant. Rent shall be abated as the result of said termination. Tenant shall peaceably vacate the Premises and remove all personal property and the Lease shall terminate. Tenant, however is responsible for all rent and charges until such time Tenant vacates the Premises.

### 1.34 RADON GAS

Radon gas is a naturally occurring radioactive gas that, when it is 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." This disclosure statement notification is in compliance with Florida Statute 404.056(5).

### 1.35 PARKING

A. Landlord reserves the right to make rules for the use of all parking spaces; to place limitations upon use of parking spaces; at any time after the beginning of the term of this lease; to institute a reasonable charge for such use at any time the beginning of the term; and to make changes in the rules and charges time to time. Tenant understands that if Landlord provides garage or assigns reserved parking spaces, such garage accommodations or reserved parking spaces are optional facilities and may not be included in the apartment rent. Garage or reserved parking spaces may not be furnished to Tenant unless a separate written agreement is made between Landlord and Tenant.



B. If the Landlord has provided unassigned parking spaces for which no charge is made, unassigned parking spaces may be used only by resident and guests on a first-come, first-served basis. Tenant, Tenant's family, agents, employees, guests and invitees must observe all parking regulations as posted or indicated by Landlord and/or local authorities. NO representation is made that sufficient garage or parking space is for all Tenants, or the present number of parking spaces will always be available.

C. Parking of vehicles in other than designated parking areas is prohibited. Parking and/or driving on grass or the placement of any type vehicle, motorcycle or motor scooter inside the apartment is strictly prohibited. Tenant will affix any type of vehicle, motorcycle, motor scooter or bicycle to light or signposts or stairwells any place on the property. No boats, trailers, large trucks (defined as having more than (4) wheels) buses, limousines or commercial vehicles or any vehicle that occupies more than one parking space will be permitted on the parking lots, driveways or garages without the prior written permission of Landlord. Landlord may restrict or require all motorcycles, motor scooters and bicycles be parked in areas designated for parking these devices.

D. The repair, washing and/or testing of motor vehicles and/or their engines anywhere on premises is strictly prohibited unless Landlord designates a specific location or area for such activities. Tenant agrees to remove his/her vehicles from the parking areas or garage promptly upon the expiration or termination of lease. The parking areas are for use only by properly registered, functioning and motor vehicles.

E. To the extent Tenant's vehicle is not properly registered and/or generally appears to be an inoperable condition (including, but not limited to, vehicles with flat or missing tires), Landlord will provide written notice to Tenant of such violations. To the extent the violations are not corrected within seven (7) days of receipt of written notice, Tenant shall appoint Landlord as their agent to have the vehicle towed from the property.

However, non-compliance with all other rules and regulations respecting parking shall entitle Landlord to have the vehicle towed immediately, without notice, at owner's risk and expense. In addition, if the vehicle is parked in a manner which is dangerous, unlawful or which otherwise constitutes a nuisance or inconvenience, Landlord may tow said vehicle immediately, without notice, at owner's risk and expense.

F. Tenant hereby irrevocably appoints Landlord as his/her attorney-in-fact to remove any vehicle parked in violation of this lease and to store the vehicle at the cost and expense of Tenant, in such place or places as Landlord, in its sole discretion, may deem proper, or to dispose of the vehicle in the manner provided by applicable law. If Landlord uses the services of a private tow operator to relocate Tenant's vehicle on the apartment community, agrees to pay the fee associated with such relocation within seven (7) days of the presentation of a bill. Failure of the Tenant to pay such bill to the Landlord shall a breach of the lease agreement. To the extent a private towing company is requested to ensure compliance with this Lease or the rules and regulations, Tenant acknowledges that the towing company is an independent contractor engaged in a non-hazardous occupation, and, therefore, Landlord has no liability resulting from the acts or of the towing company. Tenant agrees to indemnify and hold harmless from claims and all costs and expenses incurred, including, but not limited to, attorney's fees and costs resulting from the towing of motor vehicles belonging to Tenant, members of Tenant's family, or Tenant's agents, employees, guests or invitees, where such motor vehicles are parked in violation of this Lease?

G. Landlord may modify the method by which parking is furnished at the apartment community or billed to the Tenant during the term of this Lease. Landlord may choose also to incorporate assigned parking areas or eliminate any areas currently assigned. In the event Landlord chooses to so modify parking on the apartment community, Landlord shall give Tenant not less than thirty (30) days written notice of such modification.

### 1.36 NO SECURITY SERVICES

A. The Landlord shall not provide, nor does the Landlord have any duty to provide for Tenant, security services for the protection of the Tenant or the Tenant's property. The Tenant hereby acknowledges that Tenant understands the foregoing, and that Tenant shall look solely to the law enforcement agencies of the county or municipality in which the Property is located for Tenant's protection. It is agreed and understood the Landlord, its representatives, agents, employees shall not be liable to Tenant for any damages, injuries or wrongs sustained by others, or property of same, from a tortious, criminal or wrongful acts not cause by Landlord, its representatives, agents, employees.

B. In the event that the Landlord elects to hire a security service to patrol or the monitor Apartment Community and common areas, it is understood and agreed that said services are provided exclusively for the protection of the Landlord's property and in no way whatsoever shall it be intended or construed as a waiver by the Landlord of the foregoing, and in no way whatsoever shall it be construed as creating a duty of the Landlord to protect the Tenant?

### 1.37 CRIME-FREE HOUSING CLAUSE

A. The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control, shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent activity or drug-related criminal activity.

B. The Tenant or any of the Tenant's household shall not permit the dwelling unit to be used for, or facilitate, criminal activity, including, but not limited to, violent criminal activity or drug related criminal activity.

C. "Violent criminal activity" means any felonious criminal activity that has one of its elements the use, attempted use or threatened use of physical force against the person or property of another.

D. "Drug related criminal activity" means the illegal manufacture, sales, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act).



E. Tenant, any member of the Tenant's household, a guest or other person affiliated in any way with the Tenant, shall not engage in any illegal activity including prostitution, criminal street gang activity, threats or intimidation, assault, including, but not limited to the unlawful possession or discharge of firearms or illegal weapons on or near the premises, or any other violation of the statutes of the State of Florida or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, their agent, other Tenant, or guest or that which involves imminent or actual serious property damage.

F. Tenant represents that neither Tenant nor any occupant of the Apartment has ever been convicted of any felony or involving sexual misconduct or controlled substance, and that to the best of Tenant's knowledge, neither Tenant nor any occupant of the apartment is the subject of an investigation or arrest warrant. Tenant hereby further that neither Tenant nor any occupant of Tenant's Unit has any criminal charges of a sexual nature adjudication at this time. Tenant agrees that Landlord may terminate this lease if it ever comes to the attention of the Landlord that Tenant has been convicted of any sexual criminal activity or placed on probation with adjudication withheld at any time prior to becoming a Tenant or during Tenant's tenancy at the Community. Tenant authorizes Landlord to perform a criminal background investigation of the Tenant or any occupant of the apartment in the event the Landlord, in its sole discretion, has reason to believe that the Tenant or any occupant has engaged in or is engaging in criminal activity in the Unit or at the Community.

G. One or more violations of this clause constitute a substantial violation of the Lease and a material noncompliance with the Lease for which Tenant shall not be given the opportunity to cure. Any such violation is grounds for termination of tenancy and eviction from the Unit.

H. Proof of violation shall be by a preponderance of evidence, unless otherwise provided by law.

I. In case of any conflict between the provisions of this clause and any other provisions of this Lease, the provisions of this clause shall govern.?

### 1.38 GENERAL

A. Entire Agreement; Governing Law. This Lease, the rental application, rules and regulations and any attached addenda constitute the entire agreement between Landlord and Tenant and no oral statements shall be binding. This Lease comprises all terms, conditions and agreements of Landlord and Tenant with respect to the subject matter hereof, superseding all prior arrangements or agreements, and may not be altered or amended except in writing and signed by Landlord. Each Tenant states that he or she is of legal age to enter into a binding lease for lodging. Tenant acknowledges the receipt of any disclosures required by the State of Florida as well as any disclosures required by federal, state, and local jurisdictions. This Agreement shall be construed by and enforced with, and the validity and performance hereof shall be governed by, the laws of the State of Florida. Residents and Landlord have specifically waived the right to a jury trial concerning any disputes which may arise concerning this Lease, specifically but not limited to, any issues involving Resident's tenancy. Paragraph headings in this Lease are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

B. Joint and Several Liability. Tenant understands and agrees that if there is more than one Tenant that has signed the Lease, each Tenant is individually and completely responsible for all obligations under the terms of the Lease.

C. Attorney's Fees. In any action brought to enforce the provisions of this Lease or to recover damages arising out of a party's default under any provisions of this Lease, the prevailing party may recover reasonable court costs, including attorney's fees, from the non-prevailing party. In addition to the foregoing, if any amount due Landlord by Tenant pursuant to this Lease or otherwise is turned over to a collection agent for collection, Tenant agrees to pay in addition thereto all fees, whether contingent or otherwise; and costs incurred by Landlord, its successors and/or assigns thereby.

D. Definitions. "Landlord" as used in this Lease shall include the owner(s) of the property, its agents, representatives, successors and assigns. "Tenant" shall include Tenant, his/her heir and representatives. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership and/or individual, as may fit the particular parties.

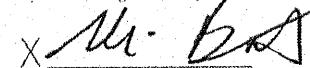
E. By signing this Lease, Tenant certifies that Tenant has read, understood and agrees to comply with all of the terms, conditions, rules and regulations of this Lease including all exhibits and that Tenant has received all necessary key(s), garage door opener(s), security card(s), and/or auto sticker(s) to the Premises (to the extent such items exist).

F. Tenant agrees to abide by the rules and regulations attached hereto as Exhibit 33(f).

G. Time is of the essence for this Lease.

**YOU SHOULD HAVE AN ATTORNEY REVIEW THE LEASE PRIOR TO SIGNING IT. BY SIGNING BELOW, TENANT CERTIFIES THAT HE/SHE HAS CAREFULLY READ THIS INSTRUMENT BEFORE SIGNING.**

By initialing below, you acknowledge and agree to the terms in Section 1.

X

Molly J. Bryant



## 2. ADDITIONAL RULES AND REGULATIONS

### 2.1 ADDITIONAL RULES AND REGULATIONS

#### EXHIBIT 33(f)

#### ADDITIONAL RULES AND REGULATIONS

- A. Late fees are strictly enforced and any unpaid fees will not be waived.
- B. Garbage/Trash must be taken to the curb only on the scheduled day(s) of trash removal and not before.
- C. Tenant and Occupant (and all agents, friends, and invitees of same) shall abide by all Federal, State, and Local laws, or be in default of this Lease.
- D. Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Premises.
- E. Tenant agrees not to use the Premises for any unlawful purpose including, but not limited to, the sale, use or possession of illegal drugs on or around the Premises or surrounding community.
- F. Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times. Tenant must report any malfunction with smoke detector(s) immediately to Landlord. Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Premises.
- G. Absolutely no hazardous materials are permitted to be in or around the Premises at any time.
- H. Tenant may not use or store kerosene or space heaters at any time in or around the Premises.
- I. Under no circumstance may a stove, oven or range be used as a source for heat.
- J. Charcoal and gas barbecue grills may not be used on the Premises.
- K. All windows and doors must remain closed during inclement weather.
- L. Tenant shall immediately notify Landlord in writing of any pest control problems.
- M. Tenant must notify Landlord of any changes in employment.
- N. Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on Premises without written permission from Landlord. Tenant may not park, store or possess on the property surrounding the Premises or designated parking area(s) any vehicle (including, but not limited to cars, trucks, motorcycles or scooters) which are not in operable condition. Any vehicles found to be in inoperable condition (including any vehicles having flat or missing tires) shall be towed from the property at Tenant's expense. Any incurred expense shall be included and considered as part of Tenant's duly owed rent to Landlord.
- O. Tenant may not use windows, decks, or balconies for the purpose of drying laundry.
- P. Smoking is not permitted in the Premises or common areas. In the event any Tenant, Occupant and/or any agents, invitees, employees or Guests of Tenant and/or Occupant are found to be smoking in the Premises, Tenant hereby consents to the waiver of Tenant's rights, claims or actions for the return of any Security Deposit.
- Q. Tenant may not utilize the Premises for any business purpose (including but not limited to the establishment of a home office) without first obtaining prior written consent from Landlord, which may be unreasonably withheld.
- R. The public consumption of alcohol or possession of any open container of an alcoholic beverage on the surrounding property of the Premises or common areas by Tenant, Occupant(s) and/or any agents, invitees, employees or Guests of Tenant and/or Occupant(s) shall constitute a default under of this Lease.
- S. No noise, music or other sounds, or conduct or attire (or lack of) is permitted at any time in such manner as to disturb or annoy other persons. Certain attire may be prohibited such as "T-back" swimsuits.
- T. Patios, balconies, hallways, and entrances may not be used to store belongings. Only appropriate potted plants and other outdoor furniture are permitted on patios and balconies. We may further limit what is placed in outside areas. Only electric grills may be kept or used on the Premises.



By initialing below, you acknowledge and agree to the terms in Section 2.

  
Molly J. Bryant

### 3. CABLE AND INTERNET EQUIPMENT LEASE ADDENDUM

#### 3.1 THE TERMS

This Cable and Internet Equipment Lease Addendum is made a part of the residential lease agreement for leasing building address, 1525 NE 125TH St. Apt # 307 North Miami, FL 33161, by 1525 NE 125th St Prestige Pointe LLC and between ("Landlord") and Molly J. Bryant ("Tenant(s)"), dated 01/19/2019

TENANT UNDERSTANDS AND AGREES THAT THE CABLE AND INTERNET SERVICE IS PROVIDED BY LANDLORD AS COMPLEMENTARY AMENITY. TENANT UNDERSTANDS AND AGREES THAT LANDLORD IS NOT RESPONSIBLE AND DOES NOT GUARANTEE THE QUALITY AND/OR PERFORMANCE OF THIS COMPLEMENTARY SERVICE. IF TENANT ELECTS NOT TO USE THIS COMPLEMENTARY INTERNET AND CABLE SERVICE, TENANT WILL NOT BE ENTITLED TO ANY REDUCTION OR ABATEMENT TO THE RENT RATE.

#### 3.2 CARE OF EQUIPMENT

Tenant(s) is responsible for the loss of or any damage to the cable and Internet equipment that has been included in the apartment unit reference herein. Tenant(s) agrees to pay all associated fees if cable and/or Internet equipment should become lost, damaged or stolen, prior to move-out and inspection period, including but not limited to the HDDVR, HD, Wireless Internet Modem, and/or Remote Devices (hereinafter also referred to as "equipment").

#### 3.3 RIGHTS TO EQUIPMENT

Tenant(s) shall have no right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter or tamper with the cable and Internet equipment at any time.

#### 3.4 MAINTENANCE

Landlord may temporarily remove the cable and Internet equipment if necessary to make repairs or maintenance to the equipment, building or apartment unit.

#### 3.5 DISCLAIMER OF WARRANTIES

Landlord makes absolutely no warranties whatsoever with respect to the internet access or any other services provided hereunder, and specifically disclaims any and all warranties, whether expressed or implied, including the warranties of merchantability and fitness for an intended purpose. Tenant acknowledges that the Internet Access is provided by third parties to Landlord. Use of the Internet Access and its operation may be subject to events over which Landlord has no control, including but not limited to, equipment failure, telecommunications interruptions, Internet service interruptions, and power outages. Tenant has sole responsibility for ensuring the security of its computer equipment, software and data. Landlord does not provide any security or protection against unauthorized access to tenant's computers, software or data via the internet, or from viruses or other acts by third parties which may be committed via the internet.

#### 3.6 LIMITATION OF LIABILITY

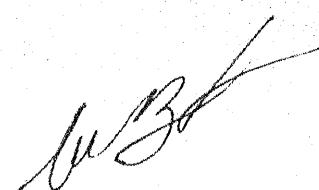
Landlord disclaims all liability whatsoever for indirect, consequential and incidental damages, arising out of the failure or inability of landlord to provide access to or use of the internet access or otherwise in respect of this agreement, including, but not limited to, losses or damages resulting from the loss of data or services. Landlord is not responsible for any special, incidental or consequential damages relating to the equipment provided to you. In the event the cable and internet equipment that has been included in your apartment unit does not operate, contact Celerity at 305.925.2948 or by email at info@celerity.dtv.com.

#### 3.7 FEES

Cable and Internet Equipment Fees are as follows:

Equipment installed per apartment unit by bedroom size:

One bedroom = 1 HDDVR / 1 HD + Wireless Internet modem



Two bedroom = 1 HDDVR / 1 HD / 1 HD + Wireless Internet modem

Three bedroom = 1 HDDVR / 1 HD / 1 HD / 1 HD + Wireless Internet modem

Cost charged for replacement of lost or damaged equipment:

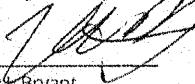
HDDVR Receiver = \$199.00

HD Receiver = \$99.00

Wireless Internet modem = \$49.99

TV Remote = \$16.05

By initialing below, you acknowledge and agree to the terms in Section 3.

X 

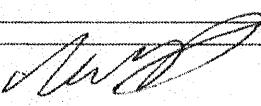
Molly J. Bryant

## 4. ADDENDUM GIVING THE TENANT A CHOICE OF DAMAGES IF TENANT VACATES EARLY

### 4.1 EARLY TERMINATION CLAUSE

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

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

Choice 1	<p>Tenant agrees, as provided in this addendum, to pay <u>Two (2) month's of rent</u> to Landlord as liquidated damages or an early termination fee, if Tenant elects to terminate the rental agreement, and Landlord waives the right to seek additional rent beyond the month in which the Landlord retakes possession.</p> <p><input type="checkbox"/> Tenant will still owe rent (as well as any other charges due under the terms of the lease or Florida law) until the end of the month in which Tenant vacates.</p> <p>Tenant will not owe any future rent due under the lease with Choice 1.</p>
Choice 2	<p><input checked="" type="checkbox"/> Tenant does not agree to paying a Liquidated Damage or an Early Termination Fee and Tenant acknowledges that the Landlord may seek damages as provided by law.</p> <p>Tenant may owe future rents as they become due under the lease with Choice 2.</p>
Tenant	 <u>1/18/18</u>
Date	Date

By initialing below, you acknowledge and agree to the terms in Section 4.



Molly J. Bryant

## 5. RENT PAYMENT METHOD LEASE ADDENDUM

### 5.1 THE TERMS

This Rent Payment Method Lease Addendum is made a part of the residential lease agreement for leasing building address, 1525 NE 125TH St. Apt # 307 North Miami, FL 33161, by 1525 NE 125th St Prestige Pointe LLC and between Molly J. Bryant ("Tenant (s)"), dated 01/19/2019.

**PAPER CHECKS, MONEY ORDERS AND CASH WILL NOT BE ACCEPTED FOR THE PAYMENT OF ANY AMOUNTS OWED UNDER THIS AGREEMENT**

### 5.2 PAYMENT METHOD. ALL PAYMENTS MADE TO LANDLORD MUST BE MADE USING ONE OF THE FOLLOWING METHODS:

A. AppFolio Online Payments (E-Check) – Use your tenant account in AppFolio to make payments using your checking or savings account. There is *not* a fee charged for this service. If you have not activated your account, please email [leasing@gpestates.com](mailto:leasing@gpestates.com) for a link to set-up your account.

B. AppFolio Online Payments (Credit or Debit Card) – Use your tenant account in AppFolio to make payments using your credit or debit card. There *is* an online payment fee affiliated with any credit card payment:

- \$17 for rent up to \$900;
- \$27 for rent between \$900.01 and \$1,250;
- \$37 for rent between \$1,250 and \$3,000.

If you have not activated your account, please email [leasing@gpestates.com](mailto:leasing@gpestates.com) for a link to set-up your account.

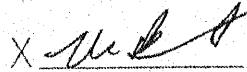
C. Pay Near Me Electronic Cash Payments – Take your Payslip and cash to any 7-Eleven or ACE Cash Express. There *is* a transaction fee of \$3.99 for transactions up to \$1,500. If you did not receive an email containing your Payslip, please email [leasing@gpestates.com](mailto:leasing@gpestates.com)

If Tenant(s)'s payment is returned for insufficient funds, all future payments must be made in the form required by Landlord. A fee of 10% of the payment amount, whichever is greater, will be charged as additional rent for all dishonored payments. If Landlord has actual knowledge that there are insufficient funds to cover a payment, the payment will not be deposited, rent will be considered unpaid, late fees may be charged as applicable and Landlord may post a Notice to Pay Rent or Deliver Possession.

In the event that the rent is not paid as agreed, and it becomes necessary to post a Notice to Pay Rent or Deliver Possession, Tenant agrees to pay the Landlord as additional rent a posting fee of \$75.00 for the service of such notice. If an attorney is employed by Landlord to collect rent or other amounts owed, even if litigation has not been filed, the Tenant agrees to pay all attorneys' fees, court costs, collection costs and the administrative costs incurred by the Landlord in connection with such action as additional rent. All payments by Tenant shall first be applied by Landlord to any outstanding balances including, but not limited to, late fees, posting fees, attorneys' fees and any other amounts owed due under this agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained in this Rent Payment Method Lease Addendum, do hereby agree to the terms of this agreement by execution of the Residential Lease and this addendum between Tenant and Landlord.

By initialing below, you acknowledge and agree to the terms in Section 5.



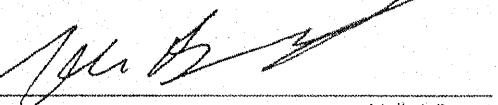
Molly J. Bryant

## 6. Sign and Accept

### 6.1 ACCEPTANCE OF LEASE

IN WITNESS WHEREOF, the Lease was executed this 01/18/2019

Lessee



Molly J. Bryant

1/18/18  
Date Signed

Lessor

  
01/18/2018

Date Signed