

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”), **Mazal Investments 18, LLC** (“Owner”), and **Jean Fortune and Carmelle Toussaint** (“Tenant”) as of the “**Contract Start Date**” as such terms are identified in **Exhibit A, Project Specific Information**, attached to and incorporated within this Contract.

SECTION 1 – OVERVIEW

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

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

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

SECTION 2 – TERM OF THIS CONTRACT

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

SECTION 3 – HOME ASSISTANCE TO BE PROVIDED

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

Rental Assistance Payment

The rent due each month to the Owner under the Lease is identified in Exhibit A (the “**Contract Rent**”).

The Owner shall not increase the ~~Contract Rent~~ during the term of this Contract.

RL

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:

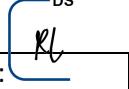
- a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
- b) The Owner will comply in all material respects with 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
Jean Fortune	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carmelle Toussaint	<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: *JFT* / *CT*

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.

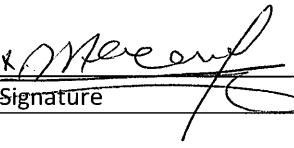
9.4 Headings and Pronouns

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.

DocuSigned by:

Owner	 Roger Lopez 30315224D3D844C...	Roger Lopez Mazal Investments 18, LLC Owner/Property Manager	Date: 1/8/2021
Owner/Landlord Representative Signature			

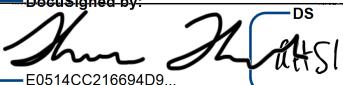
Tenant	 Jean Fortune Tenant	Date: 01-06-21
Signature		

Tenant	 Carmelle Toussaint Tenant	Date: 01-06-21
Signature		

Program Administrator	 Alberte Bazile 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	 Jeff P.H. Cazeau, Esq. City Attorney	Date: 1/8/2021
Signature		

For:	 Theresa Therilus, Esq. City Manager	Date: 1/11/2021
Signature		

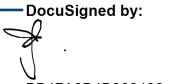
 Vanessa Joseph, Esq. City Clerk	Date: 1/12/2021
Signature	

EXHIBIT A: PROJECT SPECIFIC INFORMATION

Parties to this Contract		
Program Administrator	City of North Miami	
Owner	Mazal Investments 18, LLC	
Tenant	Jean Fortune and Carmelle Toussaint	
Contract Dates		
Contract Start Date: 1/12/2021	Contract End Date: 09/30/2021	
Unit & Lease Information		
Unit (Address and Unit #): 1055 NE 126 Street, Unit 106, North Miami, FL 33161		
Lease Start Date: 08/01/2020	Lease End Date: 07/31/2021	
Contract Rent (total due under Lease): \$1,025.00 per month		
Rental Assistance		
Tenant Contribution: \$ per month	Rental Assistance Payment: \$1,025.00 January	
Rental Assistance from Other Programs		
Is other rental assistance (e.g. Section 8/State/Local funds) received? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, monthly amount of \$0.00 paid to <input type="checkbox"/> Tenant or <input type="checkbox"/> Owner from (source):		
Payment Information		
Rent Payable to:	Mazal Investments 18, LLC	
Mailing Address:	13322 SW 128 Street, Miami, FL, 33186	
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}

WELCOME HOME

New Lease Renewal MTM Tenancy / No Lease

Welcome to MAZAL INVESTMENTS 18, LLC We are so pleased that you have chosen our community.
Your new address is: 1055 NE 126 Street #106 North Miami, Fl. 33161

ALL PAYMENTS MUST BE MADE PAYABLE TO
MAZAL INVESTMENTS 18, LLC 13322 SW 128 Street Miami, Fl. 33186
ALL RENT PAYMENTS ARE DUE ON THE 1ST DAY OF EACH MONTH

Apartment Number: 106 (THE APARTMENT NUMBER MUST BE WRITTEN ON ALL RENT PAYMENTS)

Name(s): Jean Fortune and Carmelle Tousaint

Phone No.(s): (786) 356-2781

Lease Start Date / End Date: 08/01/20 to 07/31/21 Email: _____
Second Email: _____

Market Rent: \$ 1,025.00

Monthly Concession (if applicable): -\$ -0-

TOTAL MONTHLY RENT: =\$ 1,025.00

Security Deposit: +\$ -0- (Subject to Approval)

Security Deposit (Renewals Only): +\$ 1,025.00 (See Page 12 of Lease for Detail)

Administration Fee: +\$ -0- (Non-Refundable)

Pet Fee: +\$ Not Allowed (Non-Refundable)

Pro-Rated Rent: +\$ -0- From: To:

Full-Month's Rent: +\$ 1,025.00 For Month Beginning: 8/1/2020

Move-In Concession: -\$ -0- For:

Total: =\$ 2,050.00

Less Received: -\$ 1,000.00

BALANCE DUE AT MOVE-IN: =\$ 1,050.00 Cashier's check or money order only.

REQUIREMENTS ON OR BEFORE MOVE-IN: The lease Agreement must be signed by all lease holders. You must provide us with your new Florida Power & Light confirmation number. No move-in keys will be issued without completion of these items.

Contact phone numbers: Florida Power & Light 305-442-0388 or 800-226-3545 Account #: RENEWAL

AT&T 1-866-620-6000 (**MUST** be provided prior to move-in)
Comcast Cable 1-800-COMCAST

- Any changes to your move-in date may result in additional rent charges, fees, and deposits. The above amounts are estimated and subject to change.
- There is no guarantee that deposits and fees are refundable once application has been submitted and processed.

Jean Fortune

Carmelle S Tousaint

Landlord Representative
Mazal Investments 18,
LLC

305-238-0600

305-238-0610 (Fax)

6/17/2020
Date

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE (the "Lease") is made this **17th** day of **June, 2020** by and between **Mazal Investments 18, LLC** (the "Landlord"), **Jean Fortune and Carmelle Toussaint**, jointly and severally, if more than one (hereinafter collectively designated as the "Tenant").

1. **Description and Term.** The Landlord, in consideration of the rent to be paid by the Tenant and of the other covenants, agreements and conditions contained herein, does hereby lease unto the Tenant the demised premises known as Unit **106**, at **1055 NE 126th Street North Miami, FL 33161** (the "Premises"), to be used and occupied by the Tenant as an apartment dwelling unit and for no other purpose for the period ("Rental Term") beginning on the **1st** day of **August 2020**, (the "Commencement Date"), and ending on **31st** day of **June 2021**, (the "Termination Date").

2. **Rent.** The Tenant, in consideration of the demise Premises and of the covenants and agreements made by the Landlord, leases the Premises for the Rental Term mentioned above and promises to pay to the Landlord, the Landlord's representatives and/or assigns, as rental for the Premises the sum of **One Thousand Twenty Five and 00/100 Dollars \$ (1,025.00)** together with applicable sales and use tax, if any, ("Rent") without setoff or deduction for any reason.

3. **Rent Concession:** **NONE**

Tenant acknowledges that the concession is only valid if the Rent is paid on time. The concession shall be void if the Rent is not paid on or before close of business on the 5th day of the month in which the Rent is due. Tenant further agrees that any concession received will be paid back to the Landlord in the event the Rental Term is not fulfilled. Any concession provided is valid only for the Rental Term and does not extend to any month-to-month lease terms or renewals thereof.

4. **Payments.** The Rent shall be payable without demand and in advance in monthly installments on or before the **First (1st)** day of each calendar month during the Rental Term. Rent is payable in United States funds by check, drawn upon a banking institution with a physical presence and branch office(s) in the United States, or cashier's check or money order made payable to: **Mazal Investments 18, LLC**

5. **Payment Delivery.** Unless the Landlord notifies the Tenant of a different address in writing, all payments are to be delivered via US Mail to:

**Mazal Investments 18, LLC
13322 S.W. 128th Street
Miami, FL 33186**

6. **Late/Returned Payments.** If any payment of Rent due hereunder is not received by Landlord by the close of business on the **fifth (5th)** day of each calendar month on which the same is due, Tenant shall be assessed a **Seventy-five Dollars and 00/100 (\$75.00) late fee** plus bank charges and other expenses of collection.

- a) Returned checks must be covered by cashier's check or money order plus a charge equal to **ten percent (10%)** of the sum then due shall be automatically due and payable for returned check administrative and bank fee charges. This payment is due at the time the check is redeemed and no personal checks thereafter will be accepted. Any such delinquent payments described above in this Paragraph 6 or return check charges shall be Additional Rent immediately due and payable hereunder.
- b) If partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last.
- c) Delay in demanding sums Tenant owes is not a waiver.
- d) Landlord shall have no responsibility or liability for Rent not actually received; and Tenant shall not be discharged from the obligation to pay Rent due to loss of same in the mails or due to any

other excuse or justification ultimately involving facts where such Rent or charges were not actually received by Landlord.

7. **Payment Received.** Landlord hereby acknowledges receipt of the following sum:

Description	Amount Received
Prorated Rent (If Applicable)	
First Month Rent	
Last Month Rent	
Security Deposit	\$1,025.00
Nonrefundable Pet Fee (If Applicable)	
Total Received	\$1,000.00

8. **Security Deposit.** Landlord holds the sum of **One Thousand Twenty Five and 00/100 Dollars (\$1,025.00)** as a security for the full and faithful performance by Tenant of its obligations hereunder. Tenant shall pay to Landlord upon execution of this lease the security deposit set forth above as security for performance by Tenant of all terms, conditions, promises, covenants and agreements of this Lease by Tenant to be kept and performed, as well as security for the return by Tenant to Landlord of the Premises, including personal property therein contained, in accordance with the terms of this Lease. Landlord may either retain the security deposit as liquidated and agreed upon damages, or may return the same and apply it toward the actual damage sustained by Landlord, in which case Tenant, upon notice, shall restore the security deposit to its original amount. Landlord shall not be deprived of any other remedy allowed by law or provided in this Lease, regardless of retention of said security deposit. Landlord shall hold the total security deposit in a non-interest bearing account in a financial institution within Miami-Dade, Florida. Tenants shall still be personally liable for any damage not covered by said security deposit. Landlord may apply the security deposit to any damage claims against Tenant pursuant to the Florida Statutes §83.49. If there is no damage to the premises, equipment or furnishings for which Tenant is responsible, then the deposit shall be applied toward the Rent due, if any. However, **TENANT MAY NOT USE THIS SECURITY DEPOSIT IN LIEU OF PAYING RENT. SEE SECURITY DEPOSIT RECEIPT (PAGE 12).**

Landlord shall refund to Tenant the security deposit, or unused portion of it, if any, in accordance with the conditions of return of deposit set forth herein, within fifteen (15) days after Tenant surrenders possession of the Premises to Landlord at the expiration of this Lease. Conditions for return of deposit include but are not limited to, all of the following:

- a) Tenant has complied with this Lease and there has been no default by Tenant.
- b) Premises are left in an undamaged, clean, and rentable condition, as determined by Landlord. The entire Premises, including refrigerator, oven, bathroom, closets, cabinets, windows, etc. must be cleaned.
- c) There are no coverings, scratches, or holes in the walls and the walls are in the same condition and color as when Tenant took possession of the Premises.
- d) There are no stains, scratches, nicks, cracks, or indentation on the flooring of the Premises.
- e) There is no delinquent rent or unpaid charges or fees including but not limited to late fees and bank fees for returned checks.
- f) All keys to the Premises, mail box key, parking gate controls, and parking permit tags, if any, are returned to Landlord in acceptable condition.
- g) Tenant has provided to the Landlord a forwarding address prior to the expiration of the Lease.

If the Landlord intends to impose a claim on the security deposit, Landlord shall have thirty (30) days to give the Tenant written notice outlining the reason for imposing the claim. Tenant shall have fifteen (15) days after receipt of Landlord's notice to object to the imposition of the Landlord's claims or the amount thereof. Failure to object within fifteen (15) days shall allow the Landlord to deduct the amount of the claim and shall remit the balance of the deposit to the Tenant within thirty (30) days after the date of the notice of intention to impose a claim for damages.

9. **Quiet Enjoyment.** Tenant, subject to the payment and performance of all of Tenant's obligations hereunder, may peacefully and quietly have, hold and enjoy the Premises for the term of the Lease.
10. **Delay in Delivery of Possession.** If Landlord is unable to give possession of the Premises to the Tenant on the Commencement Date, whether due to the refusal of a prior occupant to surrender possession or any other reason, Landlord shall not be liable to Tenant for failure to deliver possession on said date, but the rent payable hereunder shall be abated until Landlord tenders possession to Tenant. In any event, the Termination Date shall not be extended.
11. **Occupancy.** Premises shall be occupied by Tenant and the following named individuals (list all other occupants not signing the Lease Contract):

Name	Relationship	Occupation	Age

- a) Tenant shall not allow any person(s) not listed above to occupy the Premises for a period greater than 14 consecutive days without the Landlord's prior written consent, which consent may be withheld at Landlord's sole discretion.
- b) Tenant agrees the Premises shall be occupied by no more than 2 people per bedroom, plus one additional person.
12. **Assignment and Subletting.** Tenant shall not, without the prior written consent of the Landlord, which consent may be withheld at Landlord's sole discretion, assign this Lease or sublet the Premises or any part thereof. Tenant shall not permit the Premises, or any part thereof, to be used or occupied by any person other than as permitted by the terms hereof.
13. **Condition of Premises.** Upon acceptance of the Premises, Tenant agrees that he has examined the Premises, including the grounds and all buildings and improvements, and that they are in good order and repair, and in a safe, clean, and tenantable condition.
14. **Care of Premises, Compliance with Legal Requirements.** The Tenant shall take good care of the Premises, including the fixtures located therein and the appurtenances thereto, and shall suffer no waste or injury to said Premises. In addition, Tenant shall replace HVAC filters on a monthly basis and light bulbs that burn out during the terms hereof, and Tenant shall make all repairs to the Premises, fixtures and appurtenances necessitated by the fault of Tenant, Tenant's family, guests, servants, assignees, subleasees or any other person on the Premises with Tenant's consent. Tenant shall conform to all laws, orders, rules and regulations promulgated by all Federal, State and Municipal governments and any and all subdivisions thereof. In the event that Tenant shall fail to make any repairs required by the terms hereof, Landlord shall have the right to cause the same to be made. Tenant shall pay Landlord the cost of such repairs, plus

a fifteen percent (15%) surcharge to cover Landlord's administrative costs, immediately upon Landlord's rendition of an invoice for said repairs.

15. **Mold and Mildew.** Tenant(s) will acknowledge that the Premises is located in Florida, which has a climate conducive to the growth of mold and mildew. The Landlord reserves the right to terminate the tenancy and Tenant shall agree to vacate the Premises in the event Landlord in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to residents or other persons and/or the actions or inactions of the Tenant are causing a condition which is conductive to mold growth. Tenant(s) shall agree to make every effort to reduce the risk of growth of mold and mildew by abiding by the following provisions:

- a) Proper ventilation and dehumidification is essential. Tenant shall agree to be responsible for properly ventilating and dehumidifying the Premises and the contents to retard and prevent mold and mildew and that the landlord shall not be responsible for damage to the Premises or the personal property contained therein for damages caused by mold or mildew. **LANDLORD REQUIRES THAT AIR CONDITIONING IS USED AT ALL TIMES INCLUDING TIMES WHEN RESIDENT IS ABSENT FROM THE PREMISES FOR EXTENDED PERIODS OF TIME AND HVAC FILTER IS REPLACED ON A MONTHLY BASIS. TEMPERATURE MUST BE MAINTAINED BETWEEN 50 AND 80 DEGREES FAHRENHEIT AT ALL TIMES.**
- b) Tenant acknowledges that mold growth will occur if the Premises is not properly ventilated. This can be an issue particularly during colder months when the a/c unit and fans remain off and the windows are kept closed. Tenant agree to properly ventilate the unit even during colder months so as to keep the humidity in the apartment below 60% and to prevent condensation on the windows and window sills.
- c) Tenant shall periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets and windows and patio doors using a common household disinfecting cleaner.
- d) On a regular basis, Tenant shall wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- e) Tenant shall use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all of the excessive moisture is vented from the bathroom.
- f) Tenant shall use the exhaust fans in kitchen when cooking or while the dishwasher is running and will allow the fan to run until all excess moisture is vented from the kitchen.
- g) When washing clothes in warm or hot weather Tenant shall agree to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, Tenant shall dry with a fan or towel.
- h) Tenant shall agree not to overfill closets or storage areas. Ventilation is important in these spaces.
- i) Tenant shall agree not to allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- j) Tenant shall thoroughly dry any spills or pet urine on carpeting.
- k) In damp or rainy weather conditions, Tenant must keep windows and doors closed.
- l) Tenant must maintain a temperature between 50 and 80 degrees Fahrenheit at all times.
- m) Tenant shall clean and dust Premises on a regular basis. Regular vacuuming, mopping, and use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.

- n) Tenant shall agree to report immediately to the Landlord any evidence of water leak or excessive moisture in the Premises, storage room, garage, or any common area.
- o) Tenant shall agree to report immediately to the Landlord any evidence of mold growth that can't be removed by simply applying a common household cleaner and wiping the area. Also Tenant agrees to report any area of mold that reappears despite regular cleaning.
- p) Tenant shall agree to report immediately to the management office any failure or malfunction with the heating ventilation and air conditioning system (HVAC), or laundry system. TENANT WILL NOT BLOCK OR COVER ANY OF THE HVAC DUCTS OR RETURNS IN THE PREMISES.
- q) Tenant shall report immediately to the Landlord any inoperable windows or doors.
- r) Tenant shall report immediately to the Landlord any musty odors that are noticed in the Premises.

IF TENANT FAILS TO COMPLY WITH THIS PROVISION OF THE LEASE, TENANT CAN BE HELD RESPONSIBLE FOR PROPERTY DAMAGE TO THE PREMISES AND ANY PROBLEMS THAT MAY RESULT. Noncompliance includes, but is not limited, Tenant's failure to notify Landlord of any mold, mildew or moisture problems immediately IN WRITING. Violations shall be deemed a material violation under the terms of the Lease and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant in law or in equity and Tenant shall be liable to Landlord for damages sustained to the Premises. Tenant shall hold Landlord harmless for damage or injury to person or property as a result of Tenant's failure to comply with the terms of this Lease provision.

- 16. **Additions or Alterations, Fire Hazards.** Tenant shall not, without the Landlord's prior written consent, which may be withheld at the Landlord's sole discretion, make any alterations in the Premises. Tenant shall not deface or permit the defacing of any part of the Premises. All alterations or improvements made to the Premises by Tenant that are attached to the Premises such that the same cannot be removed without causing damage to the Premises shall become the property of the Landlord. Tenant shall not do or suffer anything to be done on the Premises as shall cause the premiums charged on insurance carried on the Premises to increase.
- 17. **No Liens.** Tenant shall not suffer or permit the filing of any mechanic's, materialmen's or other lien against the Premises. If any such lien is filed, Tenant shall immediately discharge same of record and shall indemnify the Landlord for any and all damages suffered as the result of the filing thereof and all costs and expenses incurred in obtaining the release of said lien(s).
- 18. **Repair and Maintenance.** Landlord shall be responsible for the maintenance of water and other pipes, electric wiring, heating or air conditioning, excluding replacing filter) apparatus and the roof, if applicable, except when damage has been caused by the misuse of Tenant, its family, servants, or visitors or if Tenant fails to promptly notify Landlord of any damage to same. Tenant shall notify Landlord immediately of any defects in or damage to the water or other pipes, electric wiring, heating or air conditioning apparatus, or roof of the Premises, in order that the same may be repaired within a reasonable period of time, and it is mutually agreed and understood that Landlord shall not be liable for any damage of any kind whatsoever caused to personal property of Tenant or its invitees, or damage or injury to anyone on or about the Premises with or without consent of Tenant, however caused. Landlord shall be responsible, at its sole cost and expense, for all other maintenance of the Premises, which includes, without limitation, the maintenance of any personal property of Landlord, except as provided above.
- 19. **Liability of Landlord, Indemnity.** Landlord shall not be liable for damage or injury to property or persons occurring on or about the Premises unless the same results from the negligence or willful misconduct of the Landlord or any of the Landlord's agents, servants, or employees whether such damage is caused by results from fire, steam, electricity, gas, water, or rain or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Premises, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing same is inaccessible to Tenant. Further, Landlord shall not be liable for

any damages arising from any act or neglect of any other Tenant of the Premises. Tenant will look solely to Tenants' own insurance for recovery of any damages arising under this action. Tenant shall indemnify Landlord and hold Landlord harmless from any liability for damage or injury to property or persons arising as the result of the negligence or willful misconduct of Tenant, Tenant's family or guests, assignees or any other person on the Premises with Tenant's consent.

20. **No Personal Liability.** Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of Landlord with respect to any of the terms, covenants and conditions of this Lease and that Tenant shall look solely to the equity of the record owner or such successor in interest in the Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by such successor in interest of any of the terms, covenants, and conditions of this Lease to be performed by Landlord, such exculpation of personal liability to be without any exception whatsoever.
21. **Pets.** The Tenant shall neither bring onto the Premises nor keep on the Premises any pets without the prior written consent of the Landlord, which consent may be withheld at Landlord's sole discretion. In the event that such consent is given by the Landlord, Landlord reserves the right to require a security deposit or nonrefundable fee paid by the Tenant in an amount to be determined by the Landlord prior to the Tenant bringing the pet on the Premises, the payment being for the purpose of repairing, restoring or replacing any part of the Premises which may be damaged by the pet.
22. **Keys and Locks.** **One (1) apartment key and one (1) mailbox key** shall be issued to Tenant at the time of occupancy. Tenant shall not change or add any locks without the Landlord's prior written consent. Having obtained written permission, Tenant agrees to pay for changing the locks and providing Landlord with one duplicate key per lock. If all keys are not returned to Landlord following termination of the lease, Tenant shall be charged for unreturned keys and/or cost of replacing locks.
23. **Lock Outs.** If Tenant becomes locked out of the Premises, due to no fault of Landlord, after management's regular stated business hours, Tenant will be required to secure a private locksmith to regain entry at Tenant's sole expense.
24. **Parking.** **Parking Space N/A has been assigned to this unit.** Parking is strictly self-parking and is at the Tenant's own risk. Landlord is not responsible for, nor does Landlord assume any liability for damages caused by fire, theft and casualty or any other cause whatsoever with respect to any car or its contents. Parking is for licensed, operable vehicles only and violators of these provisions may be towed at owner's expense without notification. There is to be no repairing of vehicles on the grounds.
25. **Rules and Regulations and Restrictions.** Tenant shall not use the Premises or permit the Premises to be used for any illegal, improper or offensive purposes. Tenant agrees not to permit any disturbance or noise or other condition that would be detrimental to the Premises or the comfort of Tenant's neighbors. Under no circumstances shall Tenant allow or permit any children to play in the walkways, pool area, Laundry rooms or staircases of the apartment building. Tenant shall not in any way or manner obstruct the sidewalks, entrances, passages, walkways, stairways and/or doors of the apartment building. Tenant shall dispose of all crates and barrels and packing boxes away from the apartment building site. The use of waterbeds is not permitted in the Premises. Landlord may from time to time promulgate Rules and Regulations to assure the safe and efficient operation of the apartment building. Tenant and its visitors shall strictly comply with the terms of said Rules and Regulations and the same shall be deemed to be part of the terms of this Lease. **Tenant and its visitors shall not smoke in the unit.**
26. **Utilities.** Tenant and/or Landlord shall be responsible for the payment of utilities as follows, the Tenant shall be responsible for any utility not listed below:

X Responsible Party			Utility	
<input type="checkbox"/>	Landlord	<input checked="" type="checkbox"/>	Tenant	Cable TV
<input type="checkbox"/>	Landlord	<input checked="" type="checkbox"/>	Tenant	Electricity
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Gas
<input type="checkbox"/>	Landlord	<input checked="" type="checkbox"/>	Tenant	Telephone
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Waste Removal
<input checked="" type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Water
<input type="checkbox"/>	Landlord	<input type="checkbox"/>	Tenant	Other:

27. **Damage by Casualty.** In the event of damage by fire or other casualty to the building in which the Premises are located, without fault of Tenant, resulting in the total destruction of the Premises or the building where the same is situate, this Lease shall be terminated and Rent shall be apportioned as of the date of said casualty. In the event of damage by fire or casualty, without fault of Tenant, resulting in less than the total destruction of the Premises and/or the building in which the same is situate, the Landlord shall have the option of (i) repairing the Premises and building, in which case Tenant shall be entitled to a reasonable abatement of Rent from the date of casualty, or (ii) terminating this Lease, in which case rent shall be apportioned as of the date of said casualty. Notwithstanding anything to the contrary contained herein, Tenant shall not be entitled to be relieved of any of its obligations under this Lease in the event damage results to the Premises from the negligence or willful misconduct of Tenant Tenant's family or guests, assignees or any other person on the Premises with Tenant's consent. Landlord shall be entitled to receive all insurance proceeds paid as a result of such damage or destruction to the Premises.

28. **Condemnation.** If the whole of the Premises shall be taken by any competent authority for any public or quasi-public use or purpose, then and in that event, this Lease shall terminate from the date of possession by that authority. In the event that part of the Premises is taken by any competent authority for any public or quasi-public use or purpose, this Lease shall not terminate unless the taking materially and substantially affects the use of the Premises for its intended purposes as an apartment dwelling. A partial taking shall not entitle the Tenant to any abatement of Rent. The entire award paid as the result of a total or partial taking shall belong to Landlord and Tenant shall have no right to any portion of such award.

29. **Default.** If Tenant fails to comply with the provisions of this Lease, other than a failure to pay Rent, and such noncompliance is of a nature that Tenant should not be given an opportunity to cure it, Landlord may serve on Tenant the seven (7) day notice referred to in Section 83.56 (2)(a), Florida Statutes, whereupon this Lease shall terminate and Tenant shall have seven (7) days to vacate the Premises.

If such default is of a nature that Tenant should be given the opportunity to cure it, Landlord may serve upon Tenant the seven (7) day notice referred to in Section 83.56 (2)(b), Florida Statutes, whereupon Tenant shall have seven (7) days to remedy such noncompliance and upon Tenant's failure to timely do so the Lease shall be deemed terminated and Tenant shall vacate the Premises upon such termination.

If Tenant shall default in the payment of Rent, and such default continues three (3) days after the giving of the three (3) day notice, excluding Saturday, Sundays and legal holidays, referred to in Section 83.56 (3), Florida Statutes, Landlord may terminate this Lease and retake possession of the Premises.

In the event that the Landlord shall retake possession of the Premises and/or terminate this Lease as the result of a default by Tenant, the Tenant shall remain liable for its obligations hereunder; however, the liability of the Tenant to the Landlord shall be reduced by the amount received by the Landlord for reletting the Premises, less expenses of enforcement and reletting. In addition to all remedies specified herein, in the event of Tenant's default, the Landlord shall be entitled to exercise all other remedies available at law or equity.

30. **Costs and Fees.** Landlord shall be entitled to recover from Tenant all expenses incurred, including attorney's fees at trial and all appellate levels, incurred by Landlord in the enforcement of its rights hereunder. In the event of any litigation arising in connection with this Lease, the prevailing party shall be entitled to recover its attorney's fees and costs.

31. **Vacating of Premises Upon Termination of Lease.** Upon the termination of this Lease, Tenant shall at once peacefully surrender and deliver the Premises to Landlord in the same condition in which the Premises was delivered to Tenant, normal wear and tear excepted.
32. **Notice of Intent to Vacate.** Both Landlord and Tenant are required to deliver in writing to other party no less than 30 days in advance of the termination of this lease notice to terminate the lease. Landlord shall also advise Tenant of any changes in terms of tenancy with advance notice of 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.
33. **Month-to-Month Tenancy.** Should Tenant remain in possession of the Premises with the consent of Landlord after the Termination Date, a new month-to-month tenancy shall be created between Landlord and Tenant which shall be subject to all the terms and conditions hereof however shall be terminated at the end of the month with at least 15 day's written notice, prior to the end of the monthly rental period, and served by either Landlord or Tenant on the other party. Tenant further agrees to pay the then market price for the Premise plus a month-to-month fee of \$100.00 per month. This fee shall be deemed additional rent. Landlord may change the Rent during a month-to-month tenancy by giving Tenant no less than 30 days' written notice.
34. **Early Lease Termination.** In the event Tenant desires to terminate the lease before the Termination Date, Tenant may cancel this lease provided that all of the conditions below are fully satisfied otherwise Tenant will be liable for all Rent owed at the time and as it becomes due under the terms of this lease agreement until the apartment is re-rented.
 - a) Landlord must receive written notice of termination not later than thirty (30) days prior to the proposed termination date. Termination date must be the end of the month. No mid-month termination will be accepted. Failure to give the required thirty (30) day notice will result in a fee equal to one (1) month's rent.
 - b) A Lease cancellation fee equal to two months' rent must be tendered to Landlord simultaneously with the notice to terminate.
 - c) All monies due to Landlord and all amounts accrued up through the termination date, including rent, must be paid in full at the time of giving notice.
 - d) Upon vacating, the Premises must be left in its original condition with normal wear and tear excepted.
35. **Tenant's Holding Over.** If the Tenant holds over and continues in possession of the Premises after the Termination Date of this Lease without the written permission of the Landlord, the Landlord may recover possession of the Premises and may also recover Rent for the Premises at a rate double the amount of rental due for the period for which Tenant refuses to surrender possession of the Premises.
36. **Abandonment.** Tenant shall at all times attend to the Premises. Tenant shall be in breach of this Lease if the Premises are abandoned or vacated prior to Termination Date. **BY SIGNING THIS LEASE, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, EVICTION, OR RECOVERY OF POSSESSION OF THE PREMISES DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**
37. **Landlord's Access to the Premises.** During the three (3) months prior to the Termination Date hereof, Landlord shall have the right of access to the Premises to show the same to prospective tenants and make such repairs as may be required in connection with the re-letting of the premises. In addition, the Landlord, Landlord's agents, and employees may enter the Premises at any reasonable time with twelve (12) hours advance notice to examine the same and make a determination as to whether Tenant is complying with its obligations under this Lease or to show the same to prospective renters, purchasers, lenders, or agents of the apartment building in which the Premises is located. Notwithstanding the foregoing, Landlord may enter the Premises without the Tenant's consent in the event of an emergency.

38. **Estoppel Letters.** The Tenant, at the request of the Landlord or Landlord's mortgagee, shall execute and deliver to the Landlord or mortgagee, a certificate by the Tenant certifying (a) that this Lease is unmodified and in full force and effect (or if there have been any modifications, that the Lease is still in force and effect as modified), (b) whether or not there are then existing any offsets or defenses known to the Tenant against the enforcement of any terms of the Lease (and if so, specifying the same), (c) whether or not there exists any condition known to the Tenant constituting a default under the Lease (and if so, specifying the same), and (d) the dates, if any, to which the Rent or other charges have been paid in advance. It is understood by the Tenant that the Landlord and any prospective purchaser or mortgagee may rely on such certificate.

39. **Subordination.** This Lease shall be automatically subordinate to any mortgages now or hereafter placed on the Premises and all renewals, modifications or extensions thereof.

40. **Successors and Assigns.** All covenants and agreements of this Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the Landlord and Tenant. In the event that Landlord shall assign its rights under this Lease or sell the Premises, the assignee or purchaser of the Premises shall be deemed to have assumed all of the Landlord's obligations hereunder, and upon such sale or assignment the Landlord shall be released from any and all liability hereunder.

41. **Severability.** If any term or provision hereof shall be contrary to applicable law, the same shall be deemed stricken herefrom without affecting the remainder of the terms and provisions hereunder.

42. **Notices.** All notices to the Landlord hereunder shall be addressed to the Landlord at **13322 SW 128th Street Miami, FL 33186** or at such other place as the Landlord may designate in writing. Notices to Tenant shall be sent to the Premises. All notices shall be sent via regular or certified mail or via hand-delivery.

43. **Hazardous Materials.** Tenant shall not bring onto the Premises nor allow to be brought on or emitted or disposed from the Premises any hazardous, toxic, pollutant, infectious or radioactive material, except for normal household cleaning products, and Tenant hereby indemnifies and holds Landlord harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including cleanup costs), judgments and expenses of every kind and nature suffered by or asserted against Landlord as the direct or indirect result of the breach of the foregoing covenant by Tenant. Tenant obligations hereunder shall not be limited to any extent by the Term and shall survive any termination of this Lease.

44. **Taxes and Insurance.** Landlord shall pay all real estate taxes, personal property taxes of the Premises, maintenance fees, if applicable, and shall maintain a general liability insurance policy covering the Premises. Tenant shall pay any personal property taxes for personal property owned by Tenant which are taxable. Tenant shall maintain a policy of insurance similar to Homeowner's/Renter's insurance, insuring at a minimum Tenant's personal property and furnishings and insuring Tenant and Tenants' invitees against injury, as well as any further insurance Tenant desires to carry. Landlord is not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury.

45. **Time of the Essence.** Each of Tenant's covenants herein is a condition of this Lease and time is of the essence with respect to performance of every provision of this Lease and the strict performance of each of Tenant's covenants shall be a condition precedent to Tenant's right to remain in possession of the Premises or to have this Lease continue in effect.

46. **Governing Law.** This Lease shall be governed by and be construed in accordance with the laws of the State of Florida. Venue for any litigation shall be in Miami-Dade County, Florida.

47. **Recording.** Tenant shall not record this Lease or any evidence thereof in the Public Records.

48. **Miscellaneous.** If Landlord waives any breach or default of Tenant, Landlord shall not be stopped to enforce any subsequent or other breach or default. This Lease may not be amended or modified in any way except by written agreement between Landlord and Tenant.

49. **Heading, Gender and Numbers.** The headings used in this Lease are for ease of reference only and shall not constitute a part of this Lease nor control or affect the meaning or construction of any provision hereof. Whenever the context so requires, the masculine gender shall include the feminine, or vice versa, and the singular shall include the plural.