

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”), **Coinco Investment Co., Inc.** (“Owner”), and **Nehemie Facile** (“Tenant”) as of the “**Contract Start Date**” as such terms are identified in **Exhibit A, Project Specific Information**, attached to and incorporated within this Contract.

SECTION 1 – OVERVIEW

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

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

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

SECTION 2 – TERM OF THIS CONTRACT


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

SECTION 3 – HOME ASSISTANCE TO BE PROVIDED

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

Rental Assistance Payment

The rent due each month to the Owner under the Lease is identified in Exhibit A (the “**Contract Rent**”). The Owner shall not increase the Contract Rent during the term of this Contract.

Owner/Representative Initials: 

The Program Administrator will provide a one time “**Rental Assistance Payment**” in the amount identified in Exhibit A to the Owner on behalf of the Tenant. The Rental Assistance Payment will be credited against the Contract Rent otherwise due under the Lease.

The Tenant is responsible to the Owner for the “**Tenant Contribution**” identified in Exhibit A and any additional amounts due under the Lease not covered by the Rental Assistance Payment. Neither the Program Administrator nor the PJ assumes any obligation for the Tenant Contribution due monthly to the Owner, or the payment of any claim by the Owner against the Tenant. The Program Administrator's Rental Assistance Payment obligation is limited to making payment in the amount identified in Exhibit A on behalf of the Tenant to the Owner in accordance with this Contract.

SECTION 4 – OWNER REQUIREMENTS**4.1 Owner Certification**

During the term of this Contract, the Owner certifies that:

- a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
- b) The Owner will comply in all material respects with this Contract; and
- c) The Unit is leased to and, to the best of the Owner’s knowledge, is occupied by the Tenant; and,
- d) Owner has taken no action and will not take any action to terminate the Lease and cause the Tenant to vacate the Unit without providing written notice of such action to the Tenant and the Program Administrator; and
- e) Other than the Tenant’s Contribution, the Owner has not received and will not receive any payments or other consideration (from the Tenant, HUD, or any other public or private source) for rental of the Unit during the Term of this Contract except as identified in Exhibit A; and
- f) To the best of the Owner’s knowledge, the Unit is used solely as the Tenant’s principal place of residence; and
- g) The Tenant does not own or have any interest in the Unit; and
- h) The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family of the Tenant, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

4.2 Rental Assistance Payments and Overpayment

The right of the Owner to receive payments under this Contract shall be subject to compliance with this Contract’s provisions. The Owner agrees that, absent written notice to the Program Administrator and

return of the Rental Assistance Payment, acceptance of the Rental Assistance Payment shall be conclusive evidence that the Owner received the full amount due.

Throughout the term of this Contract, Owner agrees to waive any late fees associated with the Rental Assistance Payment, provided that such payment is issued by the Program Administrator by the agreed upon date.

Owner/Representative Initials:

DS
JR

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:

JR

4.4 Lead Based Paint

In accordance with 24 CFR 92.355, Owner will incorporate ongoing lead-based paint maintenance activities into regular building operations and will maintain all painted surfaces in the Unit and common areas accessible by the Tenant, conduct visual assessment of painted surfaces at least annually, and stabilize deteriorated paint following safe work practices.

4.5 Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a) The Owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract. Eligibility for HUD's programs, including this Program, must be made without regard to actual or perceived sexual orientation, gender identity, or marital status; and
- b) The Owner must cooperate with the Program Administrator and HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with this Contract; and
- c) The Owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and HOME Program regulations.

4.6 Inspections, Records, and Cooperation

The Owner agrees to provide any information pertinent to this Contract which the Program Administrator, PJ, or HUD may reasonably require. Further, upon reasonable notice to the Owner, Owner agrees to

provide access to the Program Administrator, PJ, HUD, or their representatives to the Unit, the property on which the Unit is located, and the Owner's records (wherever located) relevant to this Contract and compliance with Program requirements. The Owner further agrees to provide access to such records to the Comptroller General of the United States (commonly known as the Government Accountability Office or "GAO"). The Owner must grant access to relevant computerized or other electronic records and to any computers, equipment, or facilities containing such records, and must provide any information or assistance needed to access the records. Such rights to inspect and review will not expire until five (5) years after the date of expiration or termination of this Contract.

SECTION 5 – TENANT REQUIREMENTS

5.1 Tenant Certification and Representations

During the term of this Contract, Tenant hereby certifies that:

- a) Tenant has truthfully and fully disclosed all information required by the Program Administrator in Tenant's application for assistance, including but not limited to disclosure of all household income; and
- b) The Unit is the Tenant's primary place of residence; and
- c) Other than the Rental Assistance Payment, the Tenant has not received and will not receive any payments or other consideration (from a federal agency or any other public or private source) for rental of the Unit during the Term of this Contract other than those disclosed to the Program Administrator in the application for assistance or as otherwise required herein; and
- d) Tenant has not and will not sublet the Unit, allowed undisclosed persons to occupy the Unit as part of the Tenant's household; and
- e) The Tenant does not own or have any interest in the Unit; and,
- f) The Tenant (including a principal or interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the Owner's family, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving assistance to the Tenant, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities; and
- g) As of the date of this Contract, the Tenant's household occupying the unit includes the following members:

Name (<i>First, M., Last</i>)	Party to Lease	Minor/Under 18
Nehemie Facile	<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:

^{DS}


Tenant Initials:

^{DS}


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.

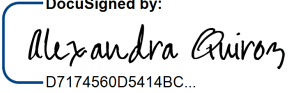
9.3 Entire Contract, Interpretation, and Amendments

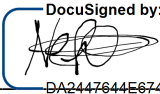
- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted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

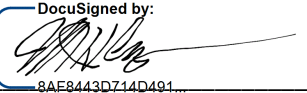
IN WITNESS THEREOF, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

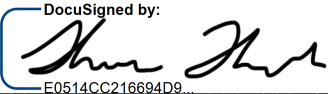

Owner  <small>DocuSigned by: D7174560D5414BC...</small> Owner/Landlord Representative Signature	Alexandra Quiroz Coinco Investment Co., Inc. Owner/Property Manager	Date: 2/5/2021
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Tenant  <small>DocuSigned by: DA2447644E67437...</small> Signature	Nehemie Facile Tenant	Date: 2/5/2021
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Program Administrator  <small>DocuSigned by: B98C99AB13F54BA...</small> Authorized Representative Signature	Alberte Bazile Program Administrator	Date: 2/6/2021
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Attest: **City of North Miami, a Florida Municipal Corporation**

Approve as to Form and Legal Sufficiency  <small>DocuSigned by: 8AF8443D714D491...</small> Signature	Jeff P.H. Cazeau, Esq. City Attorney	Date: 2/7/2021
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 <small>DocuSigned by: F0514CC216694D9...</small> Signature	 Theresa Therilus, Esq. City Manager	Date: 2/17/2021
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 <small>DocuSigned by: BB47A3B4B262492...</small> Signature	Vanessa Joseph, Esq. City Clerk	Date: 2/17/2021
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EXHIBIT A: PROJECT SPECIFIC INFORMATION

Parties to this Contract		
Program Administrator	City of North Miami	
Owner	Coinco Investment Co., Inc.	
Tenant	Nehemie Facile	
Contract Dates		
Contract Start Date: 2/17/2021	Contract End Date: 09/30/2021	
Unit & Lease Information		
Unit (Address and Unit #): 12700 NE 14th Ave, Apt 3, Miami, FL., 33161		
Lease Start Date: 02/01/2021	Lease End Date: 02/28/2021 (Month to Month, prior lease on file)	
Contract Rent (total due under Lease): \$975.00 per month		
Rental Assistance		
Tenant Contribution: \$ per month	Rental Assistance Payment: \$975.00 (Feb)	
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:	Coinco Investment Co., Inc.	
Mailing Address:	844 SW 1 Street, Miami, FL 33130	
Electronic Payment Instructions	Financial Institution:	N/A Check wil 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}

LEASE AMENDMENT

THIS LEASE is made this January day of 15th, 2021 by and between COINCO INVESTMENT COMPANY, INC (the "Landlord"), and Nehemie Facile jointly and severally, if more than one (hereinafter collectively designated as the "Tenant").

1) **Description and Term.** The Landlord, in consideration of the rent reserved 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 know as Apt. # 03 Apartments, located at 12700 NE 14th Avenue North Miami, Florida 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 (month) February day of 1st, 2021 (the "Commencement Date"), and ending on (month) February 28th, 2021 (the "Termination-Date").

2) **Rent.** The Tenant, in consideration of the demise of the 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 total sum (Nine hundred seventy five dollars.) (\$975.00) unless the Landlord notifies the Tenant of a different address in writing. If any payment of rent due hereunder is not received by Landlord within five (5) days after the date on which the same is due, Tenant shall be assessed a \$100.00 late fee, as additional rent, plus bank charges and other expenses of collection. The Rent shall be payable in installments of Nine hundred seventy five dollars.] (\$975.00), plus applicable sales tax and use tax, if any, payable in advance on the first day of each month during the Rental Term. Landlord hereby acknowledges receipt of the sum of (\$900) as Rent for the (UNDERLINE ONE) first and last month of the term of this Lease. Held to hold the apartment has been applied towards tenant's portion.

NOTE: lease month to month. Tenant had and still has \$950.00 Security Deposit

3) **Occupancy.** The Premises shall be occupied by Tenant and Tenant's family and the following named individuals: (if none indicate as such) 1 for residential purposes only. Nehemie Facile Tenant understands and agrees that the use of one (1) parking space is allotted to each apartment, regardless of the number of occupants therein. Landlord does not guarantee or warrant that any particular space shall be available to Tenant. If required by Landlord, Tenant shall display a parking decal furnished by Landlord. Tenant shall instruct all visitors and assignees to utilize off site parking facilities.

4) **Security Deposit.** The tenant has furnished the Landlord with a security deposit for the Tenant's obligations under this lease, which is the form of SD (—hundred dollars—) (\$—00—), and authorizes to the Landlord to charge it to any amount in order to cover damages to the apartment. Cleaning fees, repair charges, telephone charges or pending rent. The Tenant acknowledges that his liability for any charges will not be waived and that he/she will be held personally liable in the event that any damages to the apartment, cleaning fees, repair charges, telephone charges or pending rent occur. The security deposit shall be held in a non-interest bearing account established by Landlord at NORTHERN TRUST Miami, Florida. ~~Tenant may not use the security deposit or any part thereof to satisfy the obligation to pay rent under the terms of this Lease. Initials: _____~~

5) **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.

6) **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.

7) **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 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, sub-lessees 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 cost, immediately. Upon Landlord's rendition of an invoice for said repairs.

8) **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. 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. To the extent permitted by law, Landlord's liability under the terms of this Lease shall be limited to the Landlord's interest in the real property upon which the Premises is situated.

9) **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 by the Tenant in an amount \$250.00 per pet, this is 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., If applicable SD refundable at moved out.

10) **No Liens.** Tenant shall not suffer or permit the filing of any mechanic's, material men'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). 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 the Premises to increase. Satellites Dish receivers. Satellite Dishes are strictly prohibited and they will be removed without notice at the Tenant's expense and cost.

- 11) **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. Any additional or substitute locks must permit Landlord access with the existing master key system.
- 12) **Other Restrictions, Rules and Regulations.** 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 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.
- 13) **Utilities.** Tenant shall be responsible for the payment of the electric bill and telephone bill for its apartment unit. Coinco Investment Company, Inc. shall be responsible for the payment of the cost of supplying the following utilities: water – sewer, garbage.
- 14) **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.
- 15) 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.
- 16) **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.
- 17) **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 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 available at law or equity.
- 18) **Vacating upon Termination.** 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 were delivered to Tenant, normal wear and tear excepted.
- 19) **Landlord's Access to the Premises.** During the four (4) months prior to the expiration of the term 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 twenty-four (24) 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 purchasers 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.
- 20) **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.
- 21) **Subordination.** This Lease shall be automatically subordinate to any mortgages now or hereafter placed on the Premises and all renewals, modifications or extensions thereof.

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.

- 22) **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.
- 23) **Tenant's holding over.** If the Tenant holds over and continues in possession of the Premises after the expiration of the 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.
- 24) **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 cost.
- 25) **Severability.** If any term or provision hereof shall be contrary to applicable law, the same shall be deemed stricken here from without affecting the remainder of the terms and provisions hereunder.
- 26) **Notice.** All notices to the Landlord hereunder shall be addressed to the Landlord at **844 SW 1ST Street, Miami, Florida, 33130** 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.
- 27) **Governing Law.** This Lese shall be governed by and be construed in accordance with the laws of the State of Florida. Venue for any litigation shall be in Dade County, Florida.
- 28) **Recording.** Tenant shall not record this Lease or any evidence thereof in the Public Records.
- 29) **Heading, Gender and Numbers.** The heading 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.

- 31) **Radon Disclosure.** Radon is a naturally occurring radioactive gas that, when 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 building in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

- 32) **Entire Agreement.** This Lease (and any addenda attached hereto) contains the entire agreement between the parties, and any agreement hereafter made to change, modify or dissolve this Lease shall be ineffective and invalid unless the same is in writing and executed by both parties hereto.

In witness whereof, the parties have executed this Lease as of the date and year first above written.

- 33) **Form of Rent Payment** WE DO NOT ACCEPT CASH OR BLANK MONEY ORDERS. No aceptamos dinero en efectivo o Money Orders en blanco.

- 34) LOST CASH PAYMENT AND/OR BLANK MONEY ORDERS PAYMENTS WILL NOT BE HONORED

Pagos en efectivo y/o pagos hechos con Money Orders en blanco que se pierdan no seran reconocidos por nuestra empresa.

LANDLORD:
COINCO INVESTMENT COMPANY, INC
FLORIDA corporation

BY: _____

Property Manager

TENANT:

_____ Date _____

Nehemie Facile

GOINGCO INVESTMENT COMPANY, INC

MOVE IN / MOVE OUT INSPECTION (Resident (s) Name: Nehemie Facile

/Community:

AREA	Description	Inventory Move-In	Inventory Move-Out	Painting And Cleaning	Charges	Total
LIVING & DINNING / SALA, COMEDOR	1) Property Removal					
	2) Carpet/Flooring - Alfombra					
	3) Drapes/Verticals-					
	4) Verticals					
	5) Windows / Screens					
	6) Electrical / Fixtures					
	7) Walls / Others					
KITCHEN HALL / COCINA	8) Refrigerator					
	9) Range / Hood					
	10) Stove/Microwave					
	11) Dishwasher / Disposal					
	12) Cabinets / Counters					
	13) Sink / Faucet					
	14) Walls / Flooring					
	15) Electrical Fixtures /					
	16) Washer & Dryer, Other					
FIRST BEDROOM / PRIMER CUARTO	17) Carpet / Flooring					
	18) Drapes / Verticals					
	19) Walls					
	20) Windows / Screens					
	21) Electrical / Fixtures					
	22) Doors / Locks / Others					
SECOND BEDROOM / SEGUNDO CUARTO	23) Carpet / Flooring					
	24) Drapes / Verticals					
	25) Walls					
	26) Windows / Screens					
	27) Electrical / Fixtures					
	28) Doors / Locks / Others					
BATH (MASTER) / BANO	29) Tub / Shower					
	30) Sink / Faucet					
	31) Commode					
	32) Cabinets / Counters					
	33) Electrical / Fixtures					
	34) Walls / Flooring					
	35) others					
SECOND BATH / SEGUNDO BANO	36) Tub / Shower					
	37) Sink / Faucet					
	38) Commode					
	39) Cabinets / Counters					
	40) Electrical / Fixtures					
	41) Walls / Flooring					
	42) Others					

Unit is Decent, Safe, and Sanitary { } Yes { } No { Resident Signature: _____ / Management Initial: _____

 Apartment Keys Return { } Yes { } No \$ _____ .00
 Mailbox Keys Returned { } Yes { } No \$ _____ .00
 Key Cards / Garage Clicks Return { } Yes { } No \$ _____ .00

 Proper Notice Received { } Yes { } No
 Lease Broken { } Yes { } No
 Forward To Collection Agency { } Yes { } No

 Move - In Inspection Results Resident (s) _____ /
 Date: _____ / _____ / 2020 Management: _____

 Move - Out Inspection Result:
 Resident: _____ /
 Date: _____ / _____ / 2020
OFFICE USE ONLY

REFUND

YES ☐ NO ☐**Summary of Charges**

Security Deposit	\$ _____ .00
() () ()	
Rent / Late Charges / Legal Fees	\$ _____ .00
Termination / Notice Fees	\$ _____ .00
Repair / Maint. / Cleaning Charges	\$ _____ .00
Total Damage Assessment	\$ _____ .00
Total Charges	\$ _____ .00
Less Security Deposit	\$ _____ .00
TOTAL DUE	\$ _____ .00

 Move - In Date _____ Move - Out Date _____
 Lease Expiration Date _____
 Rent Paid Until _____
FORWARDING ADDRESS
 Name _____
 Street _____
 Apt. # _____ City _____ State _____ Zip Code _____

COINCO

REAL ESTATE INVESTMENT COMPANY

Estimado Inquilino:

Usted ha recibido el apartamento en las siguientes condiciones: Limpio, paredes pintadas, alfombras recién lavadas o nueva, la nevera, estufa, calentador de agua y aire acondicionado funcionando perfectamente.

Debemos insistir que es responsabilidad del inquilino cuidar de este apartamento y todos sus equipos. Si por mal uso o descuido del inquilino o algún invitado ocurre algún daño, el inquilino será responsable por pagar esa reparación.

En el momento de entrega del apartamento, lo debemos recibir de usted, en las mismas condiciones que usted lo recibió. De lo contrario se le descontará lo correspondiente del depósito de seguridad.

Dear Tenant:

You have just received the apartment in the following condition: CLEAN, painted walls, carpets commercially cleaned or new, and the refrigerator, stove, water heater and air conditioning working in perfect condition.

We must insist that it is the tenant's responsibility to take good care of this apartment and its appliances. If, due to tenant's negligence, any repairs are needed, the tenant must then, pay the cost.

At the moment when you vacate the apartment, we must receive it in the same conditions it was given to you. If not, whatever needs to be done, regarding the cleaning and the appliances functioning soundly, will be deducted from your security deposit.

AIR CONDITIONING:

WATER HEATER:

STOVE:

REFRIGERATOR

COINCO INVESTMENT COMPANY, INC (property manager)

TENANT(s) Nehemie Facile

**COINCO INVESTMENT COMPANY, INC
REAL ESTATE MANAGEMENT
RULES AND REGULATIONS**

1. Your rent must be paid on the 1st day of each month. If your payment is late and you pay after the 5th, there will be an additional charge of \$100.00.
2. The tenant is responsible for taking care of the apartment and to maintain it in the same condition as when it was rented, as well as cooperating to maintain the building exterior clean.

Music, noise or loud voices which bother the neighbors are not allowed, especially after 9:00 p.m., satellite dish are prohibits affixing anything to the building without prior written consent from the landlord."

- 3.
4. Passageways must be free of furniture, bicycles, garbage or other belongings. The Fire Department requires us to maintain the passageways clean in case of an emergency so they can work in an efficient manner.
5. Nothing can be hung anywhere, this includes verandas and balconies. No BBQ, no flammable.
6. We have dumpsters in assigned areas of the building for garbage disposal. Do not leave garbage on top of the dumpsters, elevator, and hallways.
7. It is forbidden to wash cars or perform mechanical work in the parking lots or surrounding areas.
8. Every tenant has an assigned parking space, you cannot use any other. Yes () No (X). Only one car per Apartment.
9. The tenant is responsible for immediately notifying the office in case of any damage, whether in the plumbing or of any equipment.

Note: Management is not responsible for repairs caused by tenants or their guests, as these must be paid by the tenant.

10. You are only allowed to have one pet weighing less than 10 pounds in you apartment. You have the obligation to prevent your dog or cat from bothering your neighbors or barking at them. Your pet is to stay within your apartment and shall not be allowed to run loose around the property and you must pick up after them. You are required to pay a \$250.00 deposit for your pet.
11. If the number of persons in your family circle increases, your Manager has the obligation to inform us and you shall be charged an extra fee for the fact. Should the number of persons in your apartment exceed the specified limit, the person(s) exceeding said limit shall leave immediately.
12. No tenant or tenant's guests shall consume alcoholic beverages on the premises at any time, from the porches or yard areas. Possession, sales or use of any illegal drugs or alcohol in the premises or the building is prohibited.
13. You must return your apartment in the same condition that you received it. You are not to leave any pieces of furniture or any other belongings in the apartment when you return the apartment.
14. Every tenant shall receive visitors inside the apartment and not in the building hallways.

NOTE: In case the preceding rules are violated, Management shall take immediate action to ensure compliance. Our aim is to provide a quiet place of abode to our tenants, and to ensure that the surroundings are clean.

TENANT: _____ /

Nehemie Facile

