

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”), **Miare, LLP** (“Owner”), and **Bienneuse Charles Morpeau** (“Tenant”) as of the “**Contract Start Date**” as such terms are identified in **Exhibit A, Project Specific Information**, attached to and incorporated within this Contract.

SECTION 1 – OVERVIEW

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

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

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

SECTION 2 – TERM OF THIS CONTRACT

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

SECTION 3 – HOME ASSISTANCE TO BE PROVIDED

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

Rental Assistance Payment

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

Owner/Representative Initials: 

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

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

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

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

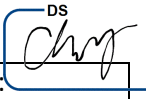
- a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
- b) The Owner will comply in all material respects with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

4.2 Rental Assistance Payments and Overpayment

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

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

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

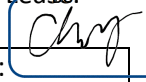
Owner/Representative Initials: 

If the Program Administrator determines that the Owner was not entitled to any payments received, in addition to other remedies, the Program Administrator may require Owner to refund any overpayment to the Program Administrator.

4.3 Property Standards

Owner must maintain the Unit, and any common areas of the property accessible to the Tenant under the Lease, in decent, safe and sanitary condition and comply with all applicable state or local codes and requirements for rental properties.

Upon notice by the Program Administrator following any inspection (whether conducted in-person or virtually in accordance with the Program guidelines), Owner will promptly correct any violations of Program requirements and this Contract. If the Owner fails to correct such violations, the Program Administrator may terminate this Contract and the Rental Assistance Payment even if the Tenant continues occupancy under the Lease.

Owner/Representative Initials: 

4.4 Lead Based Paint

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

4.5 Prohibition of Discrimination

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

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

4.6 Inspections, Records, and Cooperation

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

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

SECTION 5 – TENANT REQUIREMENTS

5.1 Tenant Certification and Representations

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

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

Name (<i>First, M., Last</i>)	Party to Lease	Minor/Under 18
Bienneuse Morpeau Charles	☒	☐
Belissa Charles	☐	☒

5.2 Tenant Obligations

During the term of this Contract, Tenant will:

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

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

SECTION 6 – PROGRAM ADMINISTRATOR ROLE

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

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

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

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

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

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

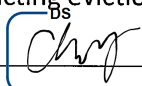
Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, or the Program Administrator under this Contract.

SECTION 7 – MODIFICATIONS TO LEASE

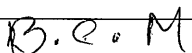
Notwithstanding any other provisions in the Lease, during the term of this Contract Owner and Tenant mutually agree that:

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

Owner/Representative Initials:



Tenant Initials:



SECTION 8 – DEFAULT AND ENFORCEMENT

8.1 Default

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

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

8.2 Enforcement

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

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

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

SECTION 9 – MISCELLANEOUS PROVISIONS

9.1 Conflict of Interest

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

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

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

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

9.2 Assignment

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

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

9.3 Entire Contract, Interpretation, and Amendments

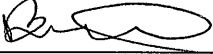
- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted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

9.4 Headings and Pronouns

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

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

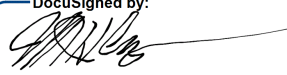
Owner DocuSigned by:  BF7B27F1D1B6400... Owner/Landlord Representative Signature	MAXIM MOCHALOR Miare, LLP Owner/Property Manager	Date: 2/3/2021
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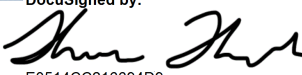
Tenant  Signature	Bienneuse Morpeau Charles Tenant	Date: 02-02-21
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Program Administrator DocuSigned by:  B98C99AB13F54BA... Authorized Representative Signature	Alberte Bazile Program Administrator	Date: 2/3/2021
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Attest:

City of North Miami, a Florida Municipal Corporation

Approve as to Form and Legal Sufficiency DocuSigned by:  8AF8443D714D491... Signature	Jeff P.H. Cazeau, Esq. City Attorney	Date: 2/3/2021
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DocuSigned by:  E0514CC216694D9... Signature	DS HTSI Theresa Therilus, Esq. City Manager	Date: 2/8/2021
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DocuSigned by:  BB47A3B4B262492... Signature	Vanessa Joseph, Esq. City Clerk	Date: 2/8/2021
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EXHIBIT A: PROJECT SPECIFIC INFORMATION

Parties to this Contract		
Program Administrator	City of North Miami	
Owner	Miare, LLP	
Tenant	Bienneuse Charles Morpeau	
Contract Dates		
Contract Start Date:	2/8/2021	Contract End Date: 09/30/2021
Unit & Lease Information		
Unit (Address and Unit #): 13200 NE 7 Ave, Apt 215, North Miami, FL 33161		
Lease Start Date: 09/01/2020		Lease End Date: Month-To-Month
Contract Rent (total due under Lease): \$825.00 per month		
Rental Assistance		
Tenant Contribution: \$ per month		Rental Assistance Payment: \$2,475.00 (Oct, Nov & Dec - 3 months Max)
Rental Assistance from Other Programs		
Is other rental assistance (e.g. Section 8/State/Local funds) received? ☐ Yes ☒ No		
If yes, monthly amount of \$0.00 paid to ☐ Tenant or ☐ Owner from (source):		
Payment Information		
Rent Payable to:	Miare, LLP	
Mailing Address:	PO BOX 85162, Hallandale, FL 33008	
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 AGREEMENT

THIS IS A TENANT LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. EACH TENANT SHOULD READ THIS LEASE CAREFULLY. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

MIARE LLP (the Landlord), whose address mailing address is P.O. Box 85162, Hallandale, FL 33008 hereby leases Apartment (the Apartment) at 13200 NE 7 Ave. Apartment 215 North Miami, FL 33161 (the Apartment Community) BIENNEUSE MORPEAU CHARLES (the Tenant) with the following people as occupants:

Tenant(s): 1. BIENNEUSE MORPEAU CHARLES Children: _____
 2. _____
 3. _____
 4. _____

RENT SUMMARY

MONTHLY RENT: 825.00

PAYMENTS: _____

DEPOSITS:

Security Deposit: \$ 825.00
 Key Deposit: N/A
 Pet Deposit: Pets - Not Permitted

Location of Security Deposit: Bank of America _____
 (Bank Name) (Street Address) (City) (State, Zip Code)

STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease begins on: 09/01/2020 MONTH TO MONTH

This lease ends on: _____

Landlord has delivered, and Tenant has accepted the Landlord's Rules and Regulations and the terms and conditions set forth in Tenancy Addendum (HUD Form 52641-1) attached hereto and made a part hereof. Tenant's initials represent his/her acknowledgment of receipt of a copy of each of the following documents:

1050 NW HAVANA LLP Tenant Rules and Regulations attached hereto and made a part of this Lease Agreement _____
 Tenancy Addendum (HUD Form 52641-A) Section 8 Tenant-Based Assistance Housing Choice Voucher Program _____
 Lease Addendum For Crime-Free/Drug-Free Housing _____
 Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards _____

MOVE-IN DATE: The proposed move-in date shall be 09/01/2020 *Rent shall be due from the move-in date until the end of the calendar month in the sum of \$0.00 Should the proposed move-in date begin after the 1st day of the month, rental amount shall also include the total rent due for the following calendar month.* Resident's possession of the premises shall commence on the move-in date. The fact that Resident occupies the premises prior to the term of this lease as defined in paragraph hereinabove shall in no way affect the term of this lease. Performance of all obligations, covenants and conditions shall be due from the Landlord and Resident as of the move-in date.

LEASE TERMS AND CONDITIONS

THIS RENTAL AGREEMENT is made and entered into as of the date last set forth below by and between the parties, stated above, with Tenants listed jointly and severally if more than one;

TERMS OF LEASE AGREEMENT

- 1) **DEMISE:** In exchange for valuable consideration including, without limitation, the promise by Tenant to pay Landlord the rental payments set forth herein, and the performance by Tenant of all other terms, conditions and covenants contained in this lease agreement, Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Apartment at the address described above.
- 2) **TERM:** The term of this Lease shall be for the period set forth above, unless terminated sooner in accordance with the terms hereof. In the event that the subject demised premises is not available to Tenant for occupancy on the commencement date of this Lease as aforesaid due to construction delays or the failure of a prior Tenant to timely vacate the premises, or for any other reason beyond the control of the Landlord, the Landlord shall not be liable to Tenant for any damages arising from same, and this lease shall remain in full force and effect. In such event, however, the Tenant shall not be responsible for paying rent to Landlord on a prorated basis for those days during the first calendar month occupancy that the subject demised premises was not available for occupancy by Tenant. Upon the failure of Landlord to deliver possession to Tenant within ten (10) days after written demand by Tenant, Tenant may declare this Agreement null and void and of no force or effect from its inception and Landlord shall refund to Tenant security deposit and or other amounts paid Landlord by Tenant in conjunction with this Lease Agreement only.
- 3) **PREMISES:** The Landlord, in consideration of the rent reserved herein to be paid by said Tenant, and of the other covenants, agreements, and conditions hereinafter set forth to be kept, performed, and observed by said Tenant, hereby lets and leases unto said Tenant, the apartment to be occupied only by those adults whose signatures appear at the end of this agreement, the occupants stated above, and by no others. **EACH ADULT TENANT MUST SIGN THIS LEASE AGREEMENT.**
- 4) **USE OF APARTMENT:** Tenant shall not use the Apartment for any purpose other than as a private dwelling. The Tenant further agrees not to use nor permit the Apartment or (to the extent of Tenant's control) any part of the Apartment Community to be used for any illegal, immoral or improper purposes, nor to permit any disturbance, noise or annoyance whatsoever detrimental to the comfort and peace of any of the inhabitants of the Apartment Community or its Landlord. Tenant, at all times during the tenancy, shall comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes; shall keep the Apartment clean and sanitary; shall use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances; and shall not destroy, deface, damage, impair or remove any part of the Apartment. Furthermore, Tenant shall not conduct or initiate activities which would increase the rate of insurance on the premises.
- 5) **ALCOHOLIC BEVERAGES ON THE GROUNDS:** Alcoholic beverages shall not be consumed on the grounds, in the hallways, or in the common areas of the Apartment Community.
- 6) **RENT:** The Tenant agrees to pay to Landlord in advance at the commencement date of this Lease and thereafter on the first day of each and every consecutive calendar month thereafter, BY CASHIERS CHECK, CERTIFIED CHECK OR MONEY ORDER, the monthly amount set forth hereinabove, without demand, setoff, or deduction. At the option of Landlord, Landlord may accept payment of rent conditionally by means of a personal check. It is agreed that at no time shall cash be accepted by Landlord for payment of rent and Tenant assumes the risk that he will not be properly credited with rent payment even if an agent of Landlord or a person appearing to be an agent of Landlord takes the cash. For purposes of this Lease Agreement it shall be irrefutably presumed that Tenant has not paid rent unless Tenant can produce a cancelled / cashed money order or cashier's check to prove rent has been paid to Landlord. *Any insufficient funds charges as described herein shall be considered additional rent. All Tenants under this Lease Agreement agree to make payment by one check or one money order or one cashiers check, as the situation dictates pursuant to this Lease Agreement, and it is expressly understood and agreed upon that partial payments will not be accepted under this lease agreement and will not be accepted by Landlord. Rent payments that are more than four (4) days overdue (time being of the essence) must be accompanied by a late charge equal to eighteen percent (18%) of the amount of the overdue payment, but no acceptance of a late charge by Landlord shall be considered a waiver of its other remedies for Tenant's default.* The obligation to pay rent shall be independent of any obligation of Landlord under this Lease Agreement.

- 7) **RENT PAYMENT BY OTHER MEANS:** *Personal Checks will not be accepted after the 3rd day of a month.* Conditional acceptance of a personal check at any time or series of times shall not create a waiver of Landlord's right to receive rent by means of cashiers check, certified check, money order, except for the times or series of time rent is accepted by a personal check which is not rejected for insufficient funds. *Payment by personal check shall be conditional payment, and if rejected for insufficient funds, uncollected funds or stop payments, Landlord may require rent, which shall include insufficient fund charge(s) of \$50.00 per occurrence, to be paid by cashiers check, certified check, or money order.* In the event two checks are dishonored during the residency of the Tenant at the community, Tenant agrees to pay all future rent and other charges by cashier's check, certified check or money order only. Landlord shall not accept personal checks thereafter. In the event Tenant is in default under any obligation, whether under the Lease Agreement or otherwise owed to Landlord, and Landlord is not under applicable law required to accept any rendered performance by Tenant, the taking by Landlord of any payment shall not be a waiver of Landlord's right to terminate the Lease Agreement and damages unless Landlord states in writing that such right is expressly waived. Unless such written waiver is delivered to Tenant, Landlord will pursue all remedies available to Landlord and will within a reasonable time transfer any funds to the Clerk of the County Court of the County where the apartment community is located.
- 8) **MOVING:** Moving in and out of apartments is permitted between the hours of 8:30 A.M. and 5:00 P.M. Any damage to the common areas caused by Tenant's moving will be charged accordingly.
- 9) **TENANT MOVE-OUT PROCEDURES:** When Tenant moves out of the premises, an inspection of the condition of same shall be made after all of the personal effects of Tenant have been removed. After inspection by Landlord, appropriate charges will be assessed by Landlord for any missing items, damages or repairs to the premises, or its contents (normal wear and tear excepted); insufficient light bulbs; scratches, burns, or holes in the walls, doors, floors, window coverings, carpets and/or furniture; and for cleaning the premises (including all kitchen appliances). A charge of \$25.00 for each unreturned key (including mailbox key) will be incurred.
- 10) **DAMAGE TO COMMON AREAS:** Tenant will be strictly held responsible for damages the common areas caused by Tenant and/or his guests. A written bill will be sent shortly after the damage is noticed and payment is expected promptly upon receipt.
- 11) **MAINTENANCE BEYOND NORMAL WEAR AND TEAR:** Maintenance that is required beyond usual wear and tear will be charged to Tenant (this includes toilet back ups because of improper use, holes in the walls, broken doors resulting from Tenant lockout, etc.).
- 12) **SECURITY DEPOSIT:** Tenant agrees to pay to the Landlord at the time Tenant applies for the Apartment, a security deposit, the amount of which is set forth herein above, for Tenant's fulfillment of the terms and conditions of this Agreement. This Security Deposit shall be returned to the Tenant upon the expiration of the term of this Lease Agreement, pursuant to the terms and conditions of Florida Statutes. This security deposit will not at any time be considered rent except at the option of Landlord (for example, upon default by Tenant).

A. Retention of Security Deposit Funds.

Landlord hereby declares and gives notice that all monies taken as security deposits are:

- ☐ Not commingled with the funds of the general apartment bank but are maintained in a separate interest bearing account for the benefit of the Tenants. Accordingly, all security deposits **will accrue interest at the rate of 5% per annum.**
- ☒ Not commingled with the funds of the general apartment bank account but are maintained in a separate NON-interest bearing account for the benefit of the Tenants. Accordingly, all security deposits will **NOT accrue interest.**

REFUNDS OF SECURITY DEPOSIT: Landlord agrees to refund the Security Deposit, in accordance with Florida Statutes section 83.49 (see below), upon satisfaction of all of the following conditions:

1. The entire premises must be completely vacated by Tenant on or before the date specified in the required written notice per this Lease or Florida Statute.
2. Expiration of the term of the Lease, or cancellation of the Lease in accordance with the express provisions thereof.
3. Payment by Tenant of all money required under the Lease, up to and including the date of expiration or cancellation of the term of the Lease, or up to and including the final day of the notice period.
4. Thorough cleaning of the premises, including but not limited to all kitchen appliances (refrigerator, oven, range, dishwasher), baths, closets, storage areas, patios/balconies, garages, etc., so as to be in the same condition as on the commencement date of the term of the Lease, normal wear and tear excepted.
5. An absence of defects in or damage to the premises, whether caused by Tenant, pets, or otherwise, unless included on the written list of damages and defects as set out in Lease Agreement.
6. Observance and performance by Tenant of all of the other covenants and obligations of Tenant under the Lease, from the date of commencement of the Lease up to and including the date of expiration or cancellation of the term of the Lease, or up to and including the final day of the Lease, or up to and including the final day of the notice period.
7. Observance and performance by Tenant of all rules and regulations pertaining to Tenant under the Lease, including, without limitation, those rules and regulations pertaining to pets.
8. Tenant must provide notice pursuant to Paragraph 12.
9. Provision by Tenant to Landlord in writing of Tenant's forwarding address.

B. Notice regarding security deposit under section 83.49, Florida Statutes:

1. Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the Tenant written notice by certified mail to the Tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by section 83.49 (3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to the Landlord's address. If the Landlord fails to give the required notice within the 30 day period, he or she forfeits the right to impose a claim upon the security deposit." If the Tenant fails to give 7 days written notice of intention to vacate, the Landlord is relieved of his obligation to send a notice to impose claim on deposit.
2. Unless the Tenant objects to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the Landlord may then deduct amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.
3. If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause of the calendar.
- 4.

Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and salesperson, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this Section to determine compliance. This Section prevails over any conflicting provisions

in Chapter 475 and in other Sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in Section 475.25(1)(d).

- 13) GARBAGE AND RECYCLING:** All trash must be disposed of properly in the dumpster located conveniently at the front of the building. Tenants and guests shall not litter the common areas or grounds of the Apartment Community. Personal property (bicycles, strollers, etc.) may not be left in the hallways or chained to trees, etc. The Landlord may consider such items abandoned and disposed of by Landlord or its agents.
- 14) KEYS:** Lost keys will be replaced at a cost of \$20.00 each. Occasionally, a resident may wish to have his/her lock changed. The charge for this is \$25.00 plus cost of new lock.
- 15) INSPECTION AND MAINTENANCE: TENANT SHALL HAVE 24 HOURS** after occupancy of the Apartment to examine the Apartment and its contents. Unless Tenant notifies Landlord on the MOVE-IN INSPECTION form to the contrary, Tenant is conclusively deemed to have: (a) inspected the Apartment and its contents; (b) to have found the same in good condition; and (c) waived inspection and repair of the Apartment and its contents by Landlord and its representative(s). Tenant acknowledges that the Move-In Inspection form is not a demand for repairs pursuant to the Florida Statutes, but simply an itemization of damages existing in the apartment at the time of Tenant's move-in. Tenant shall use reasonable diligence to care for and maintain the Apartment in a clean, safe and tenantable condition throughout the Term. Tenant may not make any alterations to the Apartment, its appliances and its common areas and facilities without written consent of Landlord. Further, no holes shall be made into the walls, woodwork, or floors. No antennas or wall telephones shall be installed; and no locks shall be changed, except as permitted by law or with Landlord's prior written permission. Tenant shall not remove any fixtures, equipment and/or furnishings provided as an incident of the Apartment for any purpose. When moving out, Tenant agrees to surrender the Apartment in the same condition as when received, excepting normal wear and tear only. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the Apartment, do not constitute reasonable wear and tear. In the event Tenant has a waterbed or other water-filled furniture, Tenant agrees to comply with all applicable laws and to take full responsibility for any damages which may result from said waterbed or other water-filled furniture. Landlord will not withhold consent to the installation or maintenance of a waterbed on the premises by Tenant, provided that: (a) applicable building codes are not violated; and (b) Tenant carries, during the full term of lease, flotation bedding system insurance (as is required by law) in an amount of \$100,000.00. Any such insurance policy shall name the Landlord as loss payee. Tenant shall provide a copy of any such insurance policy to Landlord, which shall become a part of Tenant's permanent lease file. Tenant agrees to make maintenance checks at proper intervals on smoke alarms located in the Apartment and to report any and all defects in writing to Landlord immediately. In the event hot water, heating, air conditioning, plumbing or other equipment shall need repair, and Tenant does not notify Landlord in writing of the needed repair or for any reason that is beyond the control of Landlord any such utilities require reduction or cut off, the Landlord shall not be liable for any damage arising out of Landlord's failure to furnish such services.
- 16) SMOKE DETECTORS:** All smoke detectors have been checked to insure that they are working when a tenancy begins. Tenant agrees to notify management in the event there is any problem with either the smoke detector, and/or emergency lighting/smoke detectors in the Apartment Community's common hallway. In the event that we find a smoke detector vandalized, or removed, the tenant will be charged \$50.00 plus the cost of materials for putting the smoke detector back into working order. Smoke detectors and other fire safety equipment are provided for your safety as well as the safety of others. Landlord reserves the right to prosecute to the full extent of the law in the event you or your guests vandalize any fire safety equipment. Landlord reserves the right to check your smoke detector when performing other maintenance in your apartment or at other times during your tenancy and should the detector be found to be not working properly, it will be repaired and you will be charged.
- 17) DELAY IN DELIVERY OF POSSESSION:** Landlord shall not be responsible for any damages or consequences suffered by Tenant as a result of Landlord's inability to timely deliver possession of the Apartment to the Tenant on the anticipated date set forth in the Lease. In such an event, however, the rent payable hereunder shall be abated until Landlord tenders possession to Tenant. Additionally, any delay in delivering possession of the Apartment to Tenant shall not extend the term or expiration date of the Lease.
- 18) NOTICE REQUIREMENTS:** *Unless another Lease Agreement is signed by both parties, or unless there is a written notice of termination given by either party at least _____ [60 DAYS FOR HUD LEASES] days prior to the stated expiration date of this Lease, this Lease, upon its stated expiration date, will automatically be renewed on a month-to-month basis upon the same terms and conditions as contained herein, except that the Total Monthly Rent payable hereunder shall be increased by One Hundred Dollars (\$100.00) per month.* Failure of Tenant to provide 60 days notice to vacate prior to the expiration of the lease

agreement shall entitle Landlord to the liquidated damages equivalent to two months rent. Either party may terminate the resulting month to month lease by delivering written notice to the other party at least 15 days prior to the next rental due date. Any notice which Landlord or Tenant desires to give to the other must, to be effective, be in writing and be either hand delivered or sent by certified or registered mail. If it is delivered by hand to Landlord, it must be delivered during normal business hours to the address of Landlord where rent is then payable and be duly receipted for by Landlord; and, if it is delivered by hand to Tenant, it must be either handed to Tenant or a member of his family (and receipted for by the person to whom it is handed) or placed in the mailbox provided for the Apartment itself. If it is mailed to Landlord, it may be addressed to the address of Landlord where rent is then payable (or whatever other address or post office box address Landlord may have specified to Tenant at least five (5) days before the date the notice is given), and if it is mailed to Tenant, it may be addressed to the Apartment or to such other address as may be designated by Tenant in writing. If sent by certified or registered mail, any notice shall be deemed given three (3) days after being placed in the United States mail, postage prepaid and addressed as provided above. Notwithstanding the above, either party to this Lease Agreement may give the other telephone notice of the need of emergency repairs.

- 19) SOLDIERS' AND SAILORS' CIVIL RELIEF ACT:** In the event Tenant is a member of the United States Armed Forces and chooses to terminate the lease in accordance with the Florida Statute 83.682, Tenant must provide no less than 30 days written notice of Tenant's intent to terminate the lease. Furthermore, such notice must be accompanied by a copy of the Tenant's military transfer orders or a letter from Tenant's superior officer. Full compliance with the notice requirements of Florida Statute 83.682 is required.
- 20) ABANDONED PROPERTY:** BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT 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.
- 21) FAILURE TO VACATE AFTER NOTICE:** If Tenant gives written notice of intention to vacate the Apartment and fails to completely vacate prior to the expiration of the notice and if Tenant otherwise continues in possession of the written premises after the termination of the Lease without the permission of Landlord then the Tenant's tenancy shall be considered a tenancy at sufferance. Tenant shall be liable, in addition to all other damages provided for under the lease, or Florida law, for double the daily rental based on a proration of the monthly rental amount provided for in the lease for each day Tenant continues in possession of the apartment after the date the Tenant was to vacate.
- 22) REIMBURSEMENT BY TENANT:** Tenant shall promptly reimburse and indemnify Landlord for all damages, expenses, costs and reasonable attorneys' fees incurred by Landlord whether pre-litigation, or at the trial or appellate levels as a result of the negligence or actions of Tenant and/or Tenant's guests at the Apartment or the common areas and Community facilities. Landlord's failure or delay in demanding damage reimbursements, returned check charges, or other sums owed by Tenant to Landlord shall not be deemed a waiver thereof; and Landlord may demand same at any time, including move-out. Tenant shall take good care of the Apartment and Landlord's appliances and furnishings therein and shall maintain them in good order and condition, ordinary wear and tear excepted. Tenant shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. Tenant shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks. If Tenant fails to carry out its maintenance obligations under the Lease Agreement in any respect, Landlord may carry them out for Tenant and charge Tenant the reasonable cost of doing so, provided Tenant shall have first been given written notice of the said obligation and a reasonable opportunity (but not to exceed seven (7) days) to comply with same. Tenant shall be responsible for any damage resulting from windows or doors left open. Failure of the Tenant to pay for damages when demanded will be considered a material breach of the lease agreement and the Landlord shall have the right to immediately terminate the lease. IT IS UNDERSTOOD AND AGREED THAT LANDLORD MAY, UPON TERMINATION OF THE LEASE, DEDUCT DAMAGE REIMBURSEMENTS, UTILITIES CHARGES, AND/OR RETURNED CHECK CHARGES, ANY UNPAID RENT, OR ANY PORTIONS THEREOF, FROM TENANT'S SECURITY DEPOSIT, WITHOUT WAIVER OF ANY OTHER RIGHTS OR REMEDIES OF LANDLORD IN ACCORDANCE WITH THE TERMS OF THIS LEASE.

- 23) LANDLORD'S LIABILITY:** Neither the Landlord, Manager, nor any agent or employee of the Landlord, shall be liable for (a) loss of or damage to any property of the Tenant, or of any other person, entrusted to any of the Landlord's agents or employees, (b) loss of or damage to any property of the Tenant or of any other person by theft, injunction, court order, requisition or order of a governmental body or authority or otherwise, (c) any injury or damage to any person or property resulting from fire, rain, wind, explosion, falling plaster, steam, gas electricity, dust, water or snow, Acts of God, or leaks from any part of the Apartment or from the pipes, appliances or plumbing system, or from the roof, street or subsurface or any other place or from dampness, or from any other cause whatsoever, or (d) any latent defect in the Apartment. Tenant represents and acknowledges that Landlord, Manager and their representatives, agents and employees are not insurers. Tenant shall obtain any insurance deemed necessary by Tenant to protect Tenant for personal injury and property loss or damage occurring on, in or near the Apartment. Landlord does not insure or guarantee that crime will not occur and is not furnishing and does not undertake to furnish any protection, security, or guard service and Tenant will take whatever steps or measures are deemed necessary by Tenant for Tenant's personal security.
- 24) DAMAGE OR DESTRUCTION OF PREMISES:** In the event of damage or destruction to the premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, Tenant shall immediately notify Landlord. If the damages are such that occupancy of the premises as a whole can be continued, Landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If the damages to the premises resulted from the wrongful or negligent acts of Tenant or Tenant's guests, Landlord may pursue all of its remedies against Tenant provided under Florida law. If, in Landlord's opinion, the premises are so damaged or destroyed, other than by the wrongful or negligent acts of the Tenant so as to substantially impair Tenant's enjoyment of the premises, Landlord may: (a) terminate the Lease and Tenant shall immediately vacate the premises: or (b) continue the Lease in full force and effect and require Tenant to accept a comparable apartment unit in the Apartment Community for the remaining term of the Lease. Under (b) above, all the terms and provisions of this Lease shall apply to Tenant's new unit and Tenant shall move to the new unit upon Landlord's request.
- 25) DAMAGE TO PERSONAL PROPERTY:** Any property of any kind belonging to the Tenant which shall be brought upon the apartment grounds during the term of this Lease Agreement, or any extension thereof, shall be at the complete and sole risk of the Tenant, and it shall be the sole responsibility of the Tenant to obtain the necessary insurance to protect such property. Anything in the Lease Agreement to the contrary notwithstanding the Landlord shall not be responsible for any loss or damage to such personal property, including contents in the apartment, caused by or due to fire, theft or otherwise. When used in this Lease Agreement, the term "casualty" means any sudden, unexpected or unusual event arising from human or natural causes, including riot or civil commotion, action of the public enemy, action of the elements, or other agency not within the sole control of the Landlord.
- 26) RIGHT OF ENTRY:** Landlord shall have the right to enter upon the premises at any time for the preservation of the premises. Landlord also shall have the right to enter upon the premises: (a) to inspect the premises; (b) to make necessary or agreed repairs, decorations, alteration or improvements; (c) to supply agreed services; (d) to show the dwelling unit to prospective or actual purchasers, mortgagees, workmen or contractors: or (e) for any reasonable business purpose connected with the operation of the Apartment Community.
- 27) SUBLETTING OR SUCCESSORS:** Tenant shall neither sublet the Apartment nor assign the Lease. The terms and conditions contained in this Lease shall apply to Landlord, Tenant and their respective heirs, executors, administrators, personal representatives, successors and assigns.
- 28) ASSIGNMENT BY LANDLORD:** Landlord may sell the Apartment at any time. If Landlord sells the Apartment to a purchaser who assumes Landlord's obligations under this Lease Agreement, Landlord shall have no further liability to Tenant.
- 29) BREACH OF LEASE AGREEMENT:** Tenant shall be in breach of the Lease Agreement and Landlord shall have all rights provided under governing Law and also the right to terminate the Lease Agreement, resume possession, retain the security deposit and recover all damages resulting from such breach if: (a) any rent required by the Lease Agreement is not being paid by Tenant when due; (b) the Tenant in any other manner fails to perform any of the terms or conditions of the Lease Agreement, including any terms and conditions of the Community Code together with any responsibilities set by governing law: (c) if Tenant becomes a debtor under Bankruptcy or other insolvency laws; or (d) the premises leased hereafter shall be abandoned or vacated prior to the expiration of the term of this Lease Agreement. Landlord's retention of Tenant's security deposit and/or termination of the Lease Agreement shall not act as limitation on Landlord's right to all damages resulting from Tenant's breach of the Lease Agreement. Upon a breach by Tenant, all rent due or to become due in the future shall immediately without demand or notice become due and payable. Tenant shall not interfere with Landlord in the performance of their duties, nor shall Tenant make any threats to any management personnel. Violation of this provision shall be considered a material breach of the lease entitling Landlord to terminate the Tenant's right of occupancy. **No failure by Landlord to enforce its rights under this Lease in one instance shall**

be considered a waiver of its right to do so in any other instance. All Landlord's rights and remedies under this Lease are cumulative, so that its resort to one remedy shall not preclude its resort to another or other remedies.

- 30) GUESTS:** Tenant may have a live-in guest for a cumulative period no longer than fourteen (14) days during a calendar year. Should guest(s) remain longer than a total of fourteen (14) calendar days in any one year, they shall be required, with Landlord's approval, to become party to the Lease Agreement. In the event the Tenant's guest does not have Landlord's approval they shall vacate immediately. In the sole discretion, the Landlord may request any guest or invitee of the Tenant to leave the apartment community if the Landlord believes, in its sole opinion, the guest or invitee is creating a nuisance. Any prior Tenant or occupant that leaves the Apartment Community while still owing money to the Landlord or who has been evicted from the property is not permitted to return to the Apartment Community. Any such person shall be considered unauthorized and the Tenant that permits the presence of such person shall be in material violation of the lease agreement.

Furthermore, Tenant hereby accepts responsibility for the actions of individual household members, their guests, or other persons under their control on the premises with their consent. At minimum, (1) any criminal drug activity or (2) other criminal activity or drug and alcohol abuse that threatens the health and safety of the residents or staff or hinders the peaceful enjoyment of the Apartment Community, is intolerable

- 31) SEVERABILITY:** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as similar in terms or effect to such legal, invalid or unenforceable clause or provision as may be possible, valid and enforceable.
- 32) ATTORNEY'S FEES:** If any action is brought to enforce the provisions of this Lease to recover damages arising out of a party's breach of any provisions of this Lease, the prevailing party may recover court costs, including reasonable attorney's fees whether pre-litigation, or at the trial or appellate levels, from the non-prevailing party.
- 33) RADON GAS:** As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. This disclosure statement notification is in compliance with Florida Statute Section 404.056(8).
- 34) SUBORDINATION:** This Lease Agreement shall be subject and subordinate to any and all mortgages (and all renewals, modifications and extensions of them) that may now or hereafter affect the Apartment. This provision is self-executing but, upon Landlord's request, Tenant shall execute and deliver to Landlord an instrument expressly subordinating Tenant's rights under this Lease Agreement to any such mortgage specified by Landlord.
- 35) ESTOPPEL INFORMATION:** Within ten (10) days after Landlord requests it, Tenant shall sign and deliver to Landlord a statement acknowledging that this Lease Agreement is in full force and effect and has not been modified (or, if it is not in full force and effect or has been modified, stating why it is not in full force or effect or the substance of the modification), that Landlord is not in default hereunder and containing specific answers to whatever questions concerning this Lease Agreement's status Landlord may have posed in his request for the statement. Tenant's failure to sign and deliver this statement within the ten (10) day period shall constitute a representation by Tenant, upon which a prospective purchaser or mortgagee of the Apartment may rely, that this Lease Agreement is in good standing, free from any default by Landlord and that there are no oral or written modifications hereof. Any false statement by Tenant that Landlord is in default under this Lease Agreement or that this Lease Agreement is otherwise not in good standing shall constitute a default by Tenant under this Lease Agreement.
- 36) PETS:** No pets will be kept for any period of time on the premises unless specifically consented to in writing by the Landlord. Additionally, the Tenant shall comply with all rules and regulations contained herein and/or listed in the Landlord Rules and Regulations attached hereto and made a part hereof, as amended from time to time.
- 37) OTHER UTILITIES:** The Tenant shall pay for electricity utilities and applicable sales taxes in connection with the payments under this Lease Agreement, and for any use assessment now in effect or put into effect by any appropriate governmental authority. The Landlord shall pay for water, sewer, trash.

- 38) **COUNTERPARTS:** This Lease is executed in duplicate, with one copy to be furnished to Tenant and the other copy to be retained by Landlord.
- 39) **GENERAL:** NO ORAL AGREEMENTS have been entered into individually, jointly, or as agent for a corporation with respect to this Lease. This Lease shall not be modified except by an instrument in writing signed by Tenant and an officer or authorized agent of Landlord. In the event of more than one Tenant, each Tenant is jointly and severally liable for each provision of the Lease. Each Tenant states that he or she is of legal age to enter into a binding lease for lodging. All obligations hereunder are to be in the State of Florida, and this Lease shall be governed by and construed in accordance with Florida Law. Time is of essence of this Lease.
- 40) **INSURANCE:** Because your personal possessions mean more to you than to anyone else, we want to urge you to protect your belongings with some type of renter's insurance. A renter's policy would insure your possessions against fire, theft, and other claims. In addition, you would be protected against any lawsuit or liability claim from your landlord, guest, and visitors. Landlord suggests that you would much rather pay a reasonable premium annually for this type of insurance than run the risk of a possible lawsuit that could amount to thousands of dollars. Please contact an insurance company to receive further information.

Landlord strongly recommends that Tenant purchases renter's insurance.

- 41) **NON-WAIVER PROVISIONS AND WAIVER OF JURY TRIAL:** Failure of Landlord to insist upon strict, timely compliance by Tenant with any term(s) of this agreement, including payment of rent, shall not amount to nor be construed as nor otherwise constitute a waiver by Landlord of Landlord's right thereafter to insist upon strict and timely compliance by Tenant of any and all terms and conditions of this agreement, including, without limitation, any term(s) that may not have been enforced strictly by the Landlord previously. **Acceptance by the Landlord of rent after knowledge of any breach of this lease by the Tenant shall not be a waiver of the Landlord's right nor construed as an election by the Landlord not to be enforced the provisions of this lease pursuant to such a breach.** The Tenant hereby waives Tenant's right to demand a jury trial in any cause of action arising between Landlord and Tenant concerning this contract.
- 42) **NO SECURITY SERVICES:** The Landlord shall not provide nor does the Landlord have any duty to provide for Tenant, security services for the protection of the Tenant or the Tenant's property. The Tenant hereby acknowledges that he understands the foregoing, and the Tenant shall look solely to the law enforcement agencies of the county or municipality in which the Apartment is located for his protection. It is agreed and understood that the Landlord shall not be liable to Tenant for any damages, injuries or wrongs sustained by other, or property of same for criminal or wrongful acts of Landlord, its representative(s), agent(s), employee(s), or any other person(s) or entity (ies) that may cause harm to Tenant resulting from a tortuous, criminal or wrongful act by same. In the event that the Landlord elects to hire a security service to patrol and/or monitor the Apartment Community and common areas, it is understood and agreed that said services are provided exclusively for the protection of the Landlord's property and in no way whatsoever shall it be intended or construed as a waiver by the Landlord of the foregoing, nor in any way whatsoever shall it be construed as creating a duty of the Landlord to protect the Tenant.

43)

[Signature Page To Follow]

IN WITNESS WHEREOF, Landlord has caused this Lease Agreement to be executed by its duly authorized agent, and Tenant has executed this Agreement on the day and year first above written.

By: (LANDLORD)

By:

(Authorized Signatures Only)

Title:

Tenant:

Date:

Tenant:

Date:

Tenant:

Date:

Tenant:

Date:

Witnesses to Landlord's signature:

Name:

Name:

Witnesses to Tenant's signature:

Name:

Name: