

# **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”), **144 NE 84 PROPERTY, LLC DBA ORCHARD APARTMENTS** (“Owner”), and **Yvana Luctamar** (“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**

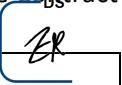
The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “**Contract End Date**” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result 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 ~~Leases~~

Owner/Representative Initials: 

#### **4.4 Lead Based Paint**

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

#### **4.5 Prohibition of Discrimination**

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

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

#### **4.6 Inspections, Records, and Cooperation**

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

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

## SECTION 5 – TENANT REQUIREMENTS

### 5.1 Tenant Certification and Representations

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

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

Name (First, M., Last)	Party to Lease	Minor/Under 18
Yvana Luctamar	<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

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Owner/Representative Initials:

*YL*

Tenant Initials:

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

### **8.1 Default**

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

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

### **8.2 Enforcement**

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

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

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

## **SECTION 9 – MISCELLANEOUS PROVISIONS**

### **9.1 Conflict of Interest**

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

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

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

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

## **9.2 Assignment**

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

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

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

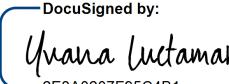
- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted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

## **9.4 Headings and Pronouns**

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

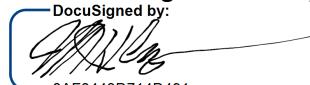
**IN WITNESS THEREOF**, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

<b>Owner</b> DocuSigned by:  7B462260A846428... Signature	Ziad Raphael 144 NE 84 PROPERTY, LLC DBA ORCHARD APARTMENTS Owner/Property Manager	Date: 2/4/2021
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<b>Tenant</b> DocuSigned by:  2E3A0207E95C4B1... Signature	Yvana Luctamar Tenant	Date: 2/4/2021
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<b>Program Administrator</b> DocuSigned by:  B98C99AB13F54BA... Signature	Alberte Bazile Program Administrator	Date: 2/4/2021
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**Attest:** **City of North Miami, a Florida Municipal Corporation**

<b>Approve as to Form and Legal Sufficiency</b> DocuSigned by:  8AF8443D714D491... Signature	Jeff P.H. Cazeau, Esq. City Attorney	Date: 2/4/2021
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 DocuSigned by:  F0514CC216694D9... Signature	DS  THTS1	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		
<b>Program Administrator</b>	City of North Miami	
<b>Owner</b>	144 NE 84 PROPERTY, LLC DBA ORCHARD APARTMENTS	
<b>Tenant</b>	Yvana Luctamar	
Contract Dates		
<b>Contract Start Date:</b> 2/8/2021	<b>Contract End Date:</b> 09/30/2021	
Unit & Lease Information		
<b>Unit</b> (Address and Unit #): 13753 NE 3rd Ct, Apt A202, North Miami, FL 33161		
Lease Start Date: 08/01/2020	Lease End Date: 08/31/2021	
<b>Contract Rent</b> (total due under Lease): \$850.00 per month		
Rental Assistance		
<b>Tenant Contribution:</b> \$ per month	<b>Rental Assistance Payment:</b> \$2,550.00 (Nov, Dec & Jan)	
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:	144 NE 84 PROPERTY, LLC DBA ORCHARD APARTMENTS	
Mailing Address:	13801 NE 3rd Ct, Apt B128, North Miami, FL, 33161	
Electronic Payment Instructions	Financial Institution:	N/A Check will be issued to Landlord/Owner
	Routing Number:	
	Account Number	
	Account Holder Name:	

**EXHIBIT B: EXISTING LEASE**

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

**RESIDENTIAL LEASE  
AGREEMENT ORCHARD  
APARTMENT**

**Yvana Luctamar**

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Tenant Name

Tenant Name

13757 NE 3<sup>RD</sup> CT

A202

N MIAMI

FL

33161

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**Property Address**

**Unit #**

**City**

**State**

**Zip**

In consideration of the mutual covenants and agreement herein contained, Management hereby leases to Tenant and Tenant hereby leases from Management the above-described property under the following terms:

**1. TERM:** This lease shall be a 12 MONTH lease beginning on August 1st, 2020 and ending on August 31, 2021.

**2. RENT:** This rental shall be \$850 per month and shall be due on or before the 1<sup>st</sup> day of each month. In the event the rent is received more than five (5) days late, a **\$75 late charge** shall be applied as additional rent. Additionally, in the event a check is returned for NSF or for a **stop payment**, a **\$35 fee** shall be imposed as additional rent.

**3. PAYMENT:** Payment must be received by Management on or before the due date. Payment can be mailed to Management or put in a drop box at the door of Management.

**4. DEFAULT:** In the event Tenant defaults under any terms of this Lease, Management may recover possession as provided by law and seek monetary damages which may include but shall not be limited to past due rent, filing fees, Court costs and Attorney's fees and any other administrative or processing fees borne to establish a claim and attach for such in addition to actual and compensatory damages and any other remedies available in Court or equity.

**5. SECURITY:** Management and Tenant acknowledge a total security deposit in the amount of \$800 shall be held. Said deposit will be held to cover any damages the apartment sustains over the course of Tenant's rental period. The premises shall be expected to be in the same state of

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cleanliness and repair, normal wear and tear expected, when the Tenant vacates the premises as when they first moved in. Additionally, in the event Tenant terminates the lease prior to its expiration date, said amounts are non-refundable as a charge for Managements trouble in securing a new tenant, but Management reserves the right to seek additional damages as noted in Section 36 below if they exceed the above amounts.

**6. ADMINISTRATIVE FEE:** A non-refundable administration fee in the amount of \$0 is due upon move-in.

**7. KEY DEPOSIT:** A Key deposit in the amount of \$ 0 securing () keys has likewise been posted. Failure to return any keys at such time as the property is vacated will result in the corresponding forfeiture of the dollar amount representing each missing key.

**8. UTILITIES:** Tenant agrees to pay all utility charges on the property except water and waste removal

**9. CONDITION OF THE PREMISES:** Tenant stipulates, represents and warrants that Tenant has examined the premises and that they are at the time of the signing of this lease in good order, repair and in a safe, clean and tenantable condition.

**10. MAINTENANCE/REPAIR:** Absent nominal recurring expenses, Management will at Managements' expense, effect all repairs as noted and reported directly to the Management office. Additionally, tenant shall be responsible for and shall pay for any and all damages to the premises caused by Tenant or Tenant's guests. In order to ensure Management provides a clean and safe living environment any and all maintenance issues/problems not caused by the Tenant shall likewise immediately be reported to the Management office allowing that the necessary repair be undertaken.

**11. PERSONAL EFFECTS:** All personal effects of the Tenant must be kept inside each apartment. Accordingly, nothing may be stored or kept outside the apartment in neither the hallways, balconies (excluding patio chairs/tables) nor common areas. Please note absent available clothing lines to facilitate the drying of clothing outside, it is not allowed to hang or otherwise drape clothing on or about the fences, railing, balconies and or doorways outside the confines of the unit.

**12. LOCKS:** Management will change ALL lock sets prior to occupancy and have a set of keys for access to the premises in case of emergencies. The Tenant shall at NO time change the locks for ANY REASON or a \$100 charge will be assessed. Locks can be changed by the Management for VALID reasons and upon request ONLY.

**13. ASSIGNMENT & SUBLetting:** This lease may not be assigned by Tenant nor shall the

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premises or any part thereof be sublet.

**14. USE:** Tenant shall not use the premises for any illegal purpose or any purpose which will serve to increase the rate of insurance and shall not cause a nuisance for Management or neighbors.

**15. LIABILITY:** Tenant shall be responsible for insurance of his own property and agrees not to hold Management liable for any damages to Tenant's property on the premises.

**16. ACCESS:** Management reserves the right to enter the premises for the purposes of inspection and to effect repairs and/or to show to prospective purchasers/tenants.

**17. PETS:** No pets shall be allowed on the premises. *Failure to comply will result in the termination of your lease.*

**18. OCCUPANCY:** The premises shall not be occupied by NO more than 2 adults and a baby. If any other person occupies apartment rent will increase \$100 a month Tenant (s) shall at all times comply with Dade County Housing Ordinance No. 63-30, 2.04,7-16-63 Sec. 17-26

**19. TENANT'S APPLIANCES:** Tenant agrees not to use any heaters, fixtures or appliances drawing excessive current without consent of Management.

**20. PARKING:** Tenant agrees with and shall abide by the parking systems on the premises. No boats, recreational vehicles and inoperable, unregistered, uninsured or abandoned vehicles may be stored and or parked on or about the premises. *Failure to comply shall result in said vehicles being towed at the owners' expense. YOU WILL BE GIVEN A 24 HOUR STICKER*

**21. POOL:** The pool is for the use of the **TENANT'S ONLY** and all rules posted at the pool **MUST** be adhered to

. **22. ALTERATIONS & IMPROVEMENTS:** Tenant shall make no alterations to the property without the written consent of Management and any such alterations or improvements shall become the property of Management

. **23. ENTIRE AGREEMENT:** This lease constitutes the entire agreement between the parties and may not be modified except in writing and signed by both parties.

**24. HARASSMENT:** Tenant shall not do any acts to intentionally harass Management, staff or other tenants.

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**25. ATTORNEY'S FEES:** In the event it becomes necessary to enforce this agreement through the services of an attorney, Tenant shall be required to pay Management's attorney's fees.

**26. SEVERABILITY:** In the event any section of this agreement shall be held to be invalid, all remaining provisions shall remain in full force and effect.

**27. RECORDING:** This agreement shall not be recorded in any public records.

**28. WAIVER:** Any failure Management to exercise any rights under this Agreement shall not constitute a waiver of Management's rights.

**29. SURRENDER OF PREMISES:** At the expiration of the term of this lease, Tenant shall immediately surrender the premises in as good condition as when the Tenant took possession, normal wear and tear excepted.

**30. 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. Additionally, information regarding radon and radon testing may be obtained from your county public health unit.

**31. SMOKE DETECTORS:** Tenant shall be responsible for keeping smoke detectors operational and for changing the battery when needed.

**32. QUIET ENJOYMENT / NUISANCE CLAUSE:** Tenant and the family and guests of tenant shall comply with all Federal, State, municipal and other laws and ordinances and shall not commit any act which a nuisance or annoyance to the neighborhood is.

**33. ABANDONMENT:** In the event Tenant abandons the property prior to the expiration of the lease or 30-day prior written notice for month to month leases, Management may lease the premises anew and hold Tenant liable for any costs as noted in section 36 of this lease. Management may likewise dispose of any property abandoned by Tenant.

**34. DELETED.**

**35. EVACUATION OF PREMISES:** Necessary or mandatory temporary evacuation of the premises due to hurricane advisory, tenting of the building or other reasonable nor will transportation or other associated costs have incurred on these days.

**36. TENANT RESPONSIBILITY:** Tenant's responsibility includes but are not limited to:

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Smoke detector maintenance and battery change, light bulbs, pest extermination, lock and key maintenance and clean and safe conditions of adjacent common areas in and about Tenant's unit and that of neighbors.

**37. DAMAGES:** Management has the right to seek monetary damages which may include but shall not be limited to past due rent, filing fees, Court costs & Attorney's fees, damage to the premises and any other administrative or processing fees borne in order to establish a claim and attach for such in addition to actual and compensatory damages and any other remedies available in Court or equity.

**38.** The security deposit will be returned after Tenant's vacating **IF ALL** provisions of this agreement are complied with, and

- a.** The apartment is left in an undamaged, clean and in rentable condition, to be determined by the Manager.
- b.** All keys must be returned. There will be a **\$5 charge** for every key not returned at the end of the tenancy.

**39.** Tenant is required to give at least **30 days** written notice to Landlord, before the next monthly rental payment is due, of terminating the tenancy or deposit will be forfeited. Apartment must be fully vacated before 1:00 p.m. of the last day of the tenancy. If tenant fails to surrender apartment by this time tenant will be considered a hold over tenant and will be subject to double the daily rate until such time, he surrenders the apartment.

**40.** It is understood and agreed that Agent(s) shall have the right to enter and inspect premises at all reasonable times to insure maintenance and safety of premises and to show the apartment to prospective tenants, after written notice to vacate has been received from Tenant to Landlord.

**41.** This contract agreement will renew automatically as a month to month rental agreement after the end of the contract period.

**42.** Tenant is responsible for cleaning and maintenance of air conditioning filters. If damage occurs because of negligence due to failure of properly cleaning air conditioning filter (to be decided by building manager), tenant will be responsible for the expense.

**43.** The maximum number of people residing in the apartment are **TWO**. There will be a **\$75 charge** per person for any more individuals, after written permission is given from Landlord.

**44.** If at the end of tenancy, the window blinds are damaged or broken, tenant shall be

*Ac*

responsible for expense.

**45.** The apartment was rented with freshly painted walls, if upon Tenant's vacating, the walls are damaged or dirtied in a manner that will require painting in order to re-rent, the amount to do so **will be** deducted from Tenants deposit. This determination will be made by the building Manager upon Tenant's vacating of the Property.

**46.** Loud and/or excessive noise is **PROHIBITED** in the apartment. Recurring instances of loud/excessive noise will be considered grounds for breach of Lease.

**47.** It is **PROHIBITED** to leave any personal belongings inside the hallways, under the stairwells or in any of the common areas of the premises.

**48.** The Tenant agrees that any property remaining in the leased property premises after the tenant vacates, shall be deemed valueless and abandoned and the Landlord may dispose of the same without liability. Landlord's determination of the vacating of the premises shall be conclusive.

**49.** **NO** illegal activity shall be allowed within the apartment or building property. Any instance of such activity will be considered a Breach of Contract.

**50.** Tenants are **NOT ALLOWED** to wash their vehicles on the premises.

**51.** Tenant will make **NO** alterations to the property or premises without the written permission of the Landlord.

**52.** It is tenant responsibility to keep exterior and common area clean. It is illegal for tenant to dump any garbage, furniture or personal property in bulk area or any other are of the property. Tenant will be subject to an immediate **\$250** fee for first offense plus cost of cleaning.

*AC*

*The Lease has been executed by both parties on the dates indicated below:*

**Frontier Property Management**

  
**Property Manager**

06/08/2020  
**Date**

Krystal Cram  
**Tenant Signature**

Krystal Cram  
**Tenant Signature**

Krystal Cram  
**Print Name**

Krystal Cram  
**Print Name**

06/08/20  
**Date**

06/08/20  
**Date**

Krystal Cram  
**Print Name**

06/01/20  
**Date**

*AC*