

# **HOME Investment Partnerships Program**

## **Community Development Block Grant**

### **Coronavirus Relief Fund**

## **Rental Assistance Contract**

This Tenant Based Rental Assistance contract (the “**Contract**”) is entered into between the **City of North Miami** (“Program Administrator”), **CORAL127NM, LLC** (“Owner”), and **Finette D. Pierre & Sony Gabriel** (“Tenants”) 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**

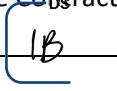
The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “**Contract End Date**” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result 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 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
Finette D. Pierre	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sony Gabriel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Shnaida Shilene Gabriel	<input type="checkbox"/>	<input checked="" 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.

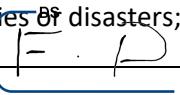
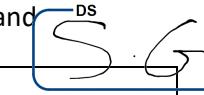
Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, or the Program Administrator under this Contract.

## **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 <sup>DS</sup> or disasters; and

Owner/Representative Initials: 

Tenant Initials:  

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

### **8.1 Default**

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

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

### **8.2 Enforcement**

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

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

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

## **SECTION 9 – MISCELLANEOUS PROVISIONS**

### **9.1 Conflict of Interest**

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

activities. This provision applies to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the PJ or Program Administrator and for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

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

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

### **9.2 Assignment**

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

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

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

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

### **9.4 Headings and Pronouns**

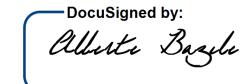
The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns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

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

<b>Owner</b> DocuSigned by:  83E5AD6E474B452... Owner/Landlord Representative Signature	Itza Bryan CORAL127NM, LLC Owner/Property Manager	Date: 3/22/2021
--	---	-----------------

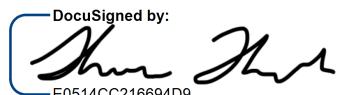
<b>Tenant</b> DocuSigned by:  95300ACC06A40F... Signature	Finette D. Pierre Tenant	Date: 3/22/2021
--	-----------------------------	-----------------

<b>Tenant</b> DocuSigned by:  B9AE83ADD8A3462... Signature	Sony Gabriel Tenant	Date: 3/23/2021
---	------------------------	-----------------

<b>Program Administrator</b> DocuSigned by:  B98C99AB13E54BA... Authorized Representative Signature	Alberte Bazile Program Administrator	Date 3/25/2021
---	---	----------------

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

<b>Approve as to Form and Legal Sufficiency</b> DocuSigned by:  8AF8443D714D401... Signature	Jeff P.H. Cazeau, Esq. City Attorney	Date 3/29/2021
---	---	----------------

DocuSigned by:  E0514CC246694D0... Signature	DS  4/4/21 Theresa Therilus, Esq. City Manager	Date 4/2/2021
--	---	---------------

DocuSigned by:  BB47A3B4B262492... Signature	Vanessa Joseph, Esq. City Clerk	Date 4/5/2021
--	------------------------------------	---------------

## EXHIBIT A: PROJECT SPECIFIC INFORMATION

Parties to this Contract		
<b>Program Administrator</b>	City of North Miami	
<b>Owner</b>	CORAL127NM, LLC	
<b>Tenant</b>	Finette D. Pierre and Sony Gabriel	
Contract Dates		
<b>Contract Start Date:</b> 4/5/2021	<b>Contract End Date:</b> 09/30/2021	
Unit & Lease Information		
<b>Unit</b> (Address and Unit #): 1595 NE 135 Street, Apt 242, North Miami, FL 33161		
Lease Start Date: 02/01/2021	Lease End Date: 02/28/2022	
<b>Contract Rent</b> (total due under Lease): \$1,450.00 per month		
Rental Assistance		
<b>Tenant Contribution:</b> per month	<b>Rental Assistance Payment:</b> \$1,450.00 (Feb)	
Rental Assistance from Other Programs		
Is other rental assistance (e.g. Section 8/State/Local funds) received? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, monthly amount of \$0.00 paid to <input type="checkbox"/> Tenant or <input type="checkbox"/> Owner from (source):		
Payment Information		
Rent Payable to:	CORAL127NM, LLC	
Mailing Address:	1595 NE 135 Street, Leasing Office, North Miami, FL, 33161	
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}*

**Apartment Lease Contract**  
**Courtyard at the Park**  
**CORAL127NM, L.L.C.**

Date of the Lease Contract: 12/28/2020

**Sony Gabriel and Finette D. Pierre** ("Resident") agrees to lease from Coral127NM, L.L.C. Apartment Number 242 at 1595 NE 135th Street, North Miami, Florida 33161 ("Apartments") for the use as a private residence only. Written notice to our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contractor Guaranty for each guarantor is attached.

**1. OFFER TO LEASE:** Landlord acknowledges receipt of the sums set forth below. If Landlord does not accept this Agreement, said money shall be refunded, less the credit check/processing fee:

	Total Due	Paid	Total due at Lease Signing
First Month Rent	\$1,450.00	\$0.00	\$1,450.00
Last Month Rent	\$1,450.00	\$1,395.00	\$55.00
Security Deposit	\$1,450.00	\$1,395.00	\$55.00
Application Fee	\$110.00	\$110.00	\$0.00
Administration Fee	\$175.00	\$175.00	\$0.00
Gate Cards	\$80.00	\$80.00	\$0.00
Pet Fee	\$0.00	\$0.00	\$0.00
Transfer fee	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$4,715.00</b>	<b>\$3,155.00</b>	<b>\$1,560.00</b>

**2. TERM:** The initial term of this Agreement shall begin on February 1st, 2021 and ends on February 28th, 2022

**3. POSSESSION:** If there is a delay in delivery of possession, rent shall be abated on a daily basis. If possession is not granted within 30 days after the beginning date, then Resident's sole remedy shall be the cancellation of this Agreement by written notice and full refund of any monies paid Landlord less credit check/processing fee. Landlord shall not be liable for damages caused by the delay in possession.

**4. RENT:** Rent is payable monthly in advance at the rate of \$1,450.00 per month on the first day of each calendar month at the office of Landlord. You must not withhold or offset rent unless authorized by statute.

**5. LATE PAYMENTS AND RETURNED CHECKS:** Time is of the essence of this Agreement, and if rent is not paid by the 3rd day of each calendar month, Resident agrees to pay an initial late payment FEE of \$80.00 FOR EACH LATE PAYMENT IMMEDIATELY, and should the full rent plus the initial fee not be paid in full by the 8th day of each calendar month a secondary late FEE of \$75.00 will then be due as well. If Resident's check is dishonored, Resident agrees to pay AN ADDITIONAL \$45.00 FOR EACH DISHONORED CHECK for additional bookkeeping costs and handling charges. If you violate the animal restrictions or other animal rules, you will pay an initial charge of \$125 per animal, and a daily charge of \$15 per animal from the date the animal was brought into the apartment until it is fully removed. We'll also have all other remedies for such violation. All late payments, and charges and all future rent and charges if a rent check is returned, shall be paid in the form of cashier's check, certified check or money order. ALL LATE CHARGES AND RETURNED CHECK FEES SHALL BE CONSIDERED ADDITIONAL RENT. Tenant acknowledges that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, cost, and damages we would incur in such instances.

**6. SECURITY DEPOSIT:** The Security Cleaning and Damage Deposit is to secure your full and faithful performance of the terms of this Lease and will only be returned to Resident within fifteen (15) days after the end of the lease term if landlord does not intend to post claim on the security deposit, or landlord shall have thirty (30) days to give the tenant written notice by certified mail to the tenants last known address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. (a)Retention of said deposit shall not prevent Landlord from recovering additional damages. (b)Resident agrees not to apply the deposit to any rent payment. (c)Resident agrees and acknowledges that a one-time redecorating fee in the amount of \$350.00 will be deducted from the security deposit held upon resident's move-out as expenses for repainting and general cleaning of the apartment. This fee does not cover cleaning or any damages beyond normal wear and tear, nor deep cleaning of any appliances or carpet. (d) Said deposit may be commingled with other monies belonging to the Owner. (e) This amount does not include an animal deposit. An animal deposit will be stated in any animal addendum. (f)Unless the tenant objects in writing to the imposition of the landlord's notice of intention to impose a claim, the landlord may deduct the amount of his or her claim and shall remit the balance of the deposit within 30 days after the date of the notice of the intention to impose a claim for damages. (g) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to security deposit, the prevailing party is entitled to receive his or her court costs plus a fee for his attorney. (h) Said monies are being deposited in a bank account at the located, **Bank of America, Miami, FL**.

**7. RENEWAL TERM:** Either party may terminate this Agreement at the end of the initial term by giving the other party thirty (30) days written notice prior to the end of the term, but if no notice is given, then the Agreement will be extended on a month-to-month basis on the same terms and conditions contained in this Agreement. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term.

**8. EARLY TERMINATION:** Resident may terminate this Agreement as of the last day of a calendar month after the first 240 days of the original term by: (a) giving Landlord at least ninety (90) days prior written notice; plus (b) paying all monies due through the date of termination; plus (c) paying two month's rent as administrative fee, plus (d) the amount of Three Hundred and Fifty Dollars (\$350.00) as expenses for repainting and cleaning of the apartment. This fee does not cover cleaning or any damages beyond normal wear and tear, nor deep cleaning of any appliances or carpet.

The foregoing shall, nor relieve Resident of his obligations and liability for damage to the Apartment or Apartment Community.

**9. ASSIGNMENT OR SUBLT:** Resident may not sublet the Apartment or assign this Agreement without written consent of Landlord. Landlord may freely assign this Lease in the event the property is sold, financed or transferred. In such event, Landlord shall be immediately released from any further obligations under this Lease.

**10. UTILITIES:** Landlord shall pay for water and sewer unless it is separately metered. Resident shall pay all other charges, including, but not limited to telephone, cable and electricity. If the premise is separately metered for water, then the Resident shall pay for this charge. You must not allow utilities to be disconnected- including disconnection for not paying your bills-until the lease term ends. Utilities may be used for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use battery operated lighting only.

<u>S. G</u>	<u>F. P</u>
Initials	Initials

**11. DESTRUCTION:** If the Apartment is made uninhabitable by fire not the fault of the Resident, then Resident may terminate this agreement. If the Apartment Community is taken by a government authority in whole or part, or is destroyed by cause, in whole or in part, Landlord may, at its option, terminate this Agreement. Resident hereby releases to Landlord all rights to any compensation paid by a governmental authority.

**12. RIGHT OF ACCESS:** Resident consents to Landlord's entry into the Apartment during reasonable hours for inspection, repairs, and display to prospective tenants, maintenance and improvements. Landlord may enter at anytime to protect life and prevent damage to property.

**13. USE:** The apartment shall be used for residential purposes only and shall be occupied only by the persons named in Resident's application to rent and listed herein. This Apartment community shall not be used in violation of any applicable laws or ordinances nor so as to interfere with the other resident's quiet enjoyment.

**14. HOLD HARMLESS:** Landlord shall not be liable for injury or damage on or about the Apartments for any cause whatsoever. Resident shall be responsible for obtaining fire, extended coverage, personal property damage, and liability insurance with respect to the contents of the Apartment. Under no circumstances shall Landlord be responsible for damage to Resident's personal property.

**15. PETS/ANIMALS:** No pets or animals of any kind shall be permitted in the Apartment without written consent of Landlord. Management only allows 2 animals (cat or dog) per apartment. No exotic animals allowed. Management charges a one-time non-refundable "pet/animal fee" in the amount of \$475.00 for the first pet/animal and \$250.00 for the second pet/animal. There will be an additional \$25.00 monthly pet rent, per pet/animal. Vet records, and rabies tag must be kept up to date at all times during lease term. Management reserves the right to have resident remove the "pet/animal" from the property if it is causing damage to the property, if it is causing a noise disturbance, or if it is threatening/aggressive to neighbors and employees.

**16. DAMAGE AND LOSS:** You shall at all times exercise due care in the use of the Premises. You are taking occupancy of the Premises and accepting the Premises "as is" and "where is." You agree that Landlord shall not be liable to You, your family, you guests or any other person for any loss, injury or damage to person or property arising out of the failure of any appliance, fixture, the roof, any plumbing, heating, air conditioning, electric, gas, water or sewerage systems in or about the Premises, or caused by any casualty or catastrophe including without limitation storm, flood, fire, criminal acts, moths, termites, or vermin, or caused by latent defects, or from any other cause whatsoever, whether or not due to negligent acts or omissions by You, your family and guests or by any third parties, including without limitation other occupants of this Apartment Community, and You assume all risk of and agree to indemnify Landlord from any such loss, injury or damage. Further, the use of the parking spaces, store rooms, laundry facilities, swimming pool, recreational facilities, community buildings, and all other common areas in the Apartment Community shall be at Your own risk and Landlord shall not be liable to You, Your family, Your guests or any other person for any loss, injury or damage to person or property arising out of use of the foregoing, from any cause whatsoever, and You assume all risk of and agree to indemnify Landlord from any such loss, injury or damage.

**17. NON-WAIVER:** Failure of Landlord to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of Landlord's right to act on any violation.

**18. REMEDIES CUMULATIVE:** All remedies under this Agreement or bylaw or equity shall be cumulative.

**19. ATTORNEY'S FEES:** If Landlord institutes legal action to enforce this Agreement, Resident shall pay reasonable attorney's fees in addition to court and other costs incurred by Landlord.

**20. NOTICES:** All notices shall be in writing and given personally, mailed by registered or certified Mail or tracked to Resident's Apartment.

**21. REPAIRS:** Resident accepts the apartment "as is." Resident agrees to keep and, at the end of the term, return the Apartment and fixtures therein in as clean and sanitary condition and in good repair as on the commencement date of this Lease. Landlord will make repairs required by law to the apartment with reasonable promptness after receipt of written notice. If any damage beyond normal wear and tear is caused by Resident, his family or guests, Resident agrees to pay Landlord the cost of repair within five (5) days of demand. Resident may not alter, paint, paper, redecorate or structurally change the Apartment nor remove any fixtures, there from, nor repair, tamper with, modify, or disturb the ceilings or walls of the apartment.

**22. ABANDONMENT:** Resident shall not abandon the Apartment. If Resident's personal property remains in the apartment after termination or expiration of this Agreement or abandonment of the apartment, Landlord may, without notice, store or dispose of same and re-let the apartment. If Resident removes the personal property from the premises and abandons the apartment for more than 5 consecutive days, you shall conclusively be deemed to have abandoned the Apartment whereupon landlord may immediately enter, take and re-let the Apartment without the providing of any notice to Resident.

**23. SUBORDINATION:** Resident's rights under this Agreement shall at all times be junior and subject to any mortgage deed to secure debts which is now or is later placed on the premises of which the Apartment is a part, and if requested, Resident shall execute promptly any certificate that Landlord may request to specifically implement the subordination of this paragraph.

**24. DEFAULT BY RESIDENT:** Any breach or violation of any provision of this Agreement by Resident not cured within the time permitted by law or any untrue or misleading information in Resident's application to rent shall give Landlord the right to terminate the term of this Agreement and seek possession, damages and past due and future rent.

**25. SEVERABILITY:** If any provision of this Agreement is invalid under applicable law, such provision shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Agreement.

**26. RULES AND REGULATIONS:** Resident, his family and guests shall comply with all governmental laws and regulations and all rules and regulations issued by Landlord, which may be changed during the term of this Agreement.

**27. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between parties.

**28. WAIVER OF JURY TRIAL:** Both Parties hereby waive trial by jury in the event any action, proceeding or counterclaim is brought by either party in connection with this Lease or use of said premises.

**29. SECURITY: RESIDENT HEREBY AGREES AND ACKNOWLEDGES THAT LANDLORD SHALL NOT PROVIDE AND SHALL HAVE NO DUTY TO PROVIDE ANY SECURITY SERVICES TO RESIDENT OR COMMUNITY. RESIDENT SHALL LOOK SOLELY TO THE PUBLIC POLICE FORCE FOR SECURITY PROTECTION.** Resident agrees and acknowledges that protection against criminal action is not within the power of the Landlord and, even if from time to time Landlord provides security services, those services cannot be relied upon by Resident and shall not constitute a waiver of, or in any manner criminal or wrongful actions by others against Resident, Resident's relatives or Resident's guests.

**30. SPECIAL STIPULATIONS, if any:**

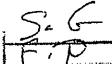
**31. LIST OF OCCUPANTS:** The apartment will be occupied by you and (list all other occupants not signing the Lease Contract, and their relationship to Tenant(s))

Name: Shnaiola S. Gabriel  
Relationship to resident: Daughter  
Age: 14 years old.

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 5 consecutive days without our prior written consent.

<u>S.G</u>	<u>F.P</u>
Initials	Initials

**32. Keys.** You will be provided 1 apartment key(s), 1 mailbox key(s), and 2 gate access cards. Should you lose apartment keys there will be a \$15.00 charge per key to provide a copy. Should you lose the mailbox key there will be a \$30.00 charge to rekey the mailbox lock. Should you lose the gate access card there will be a \$40.00 charge to replace the gate access card. If at the end of the lease you fail to return the apartment key(s) noted above you will be charged a \$125.00 re-keying fee. Should you fail to return the mailbox key(s) at the time you vacate the apartment there will be a \$30.00 re-keying fee. Should you fail to return the gate access cards at the time of vacating the apartment there will be a \$25.00 replacement fee per card.

  
\_\_\_\_\_  
Tenants Initials

**33. Insurance.** We urge you to get your own insurance for losses due to theft, fire, water damage, and the like. You intend to (check one):  
 not buy insurance to protect against such losses, or  
 buy insurance from your own agent to cover such losses.

**34. Delay of Occupancy.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we are not responsible for the delay. The Lease Contract will remain in full force and effect subject to: (1) abatement of rent on a daily basis during the delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that do not prevent you from occupying the apartment.

If there is a delay and we have not given notice of the delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

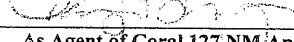
- (1) If we give written notice to any of you when or after the Lease Contract begins-and the notice states that occupancy has been delayed because of construction or a previous tenant's holding over, and that the apartment will be ready on a specific date- you may terminate the Lease Contract within 1 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the effective Lease contract date and the notice states the delay is expected and the apartment will be ready for you to occupy on a specific date, you may terminate the lease within 2 days after any of you receive written notice, but not later. The readiness date is the date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**35. Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your lease or move-out notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then : (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by one hundred percent (100%) over the then existing rent, without notice; (3) you will be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term for up to one month from the date of notice of lease extension- by delivering written notice to your apartment while you continue to holdover.

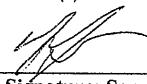
**36. OTHER REMEDIES.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts that were considered rental concessions, in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney fees and litigation costs). All unpaid amounts bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating, that collection agency fees will be added if you don't pay all sums by that deadline.

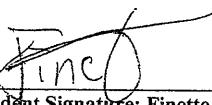
You are legally bound by this document. Read it carefully before signing.

LANDLORD:  
**CORAL127NM, L.L.C.**

BY:   
As Agent of Coral 127 NM Apartments

RESIDENT(S):

X   
Resident Signature: Sony Gabriel

X   
Resident Signature: Finette D. Pierre

THESE RULES AND REGULATIONS ARE ADDENDED AND MAKE PART OF THE LEASE AGREEMENT EXECUTED BY ("Resident"), DATED, Failure to comply with said rules and Regulations, may, at the discretion of Management, grounds for termination of the Lease Agreement.

1. **RENT (MAINTENANCE REQUESTS):** Rent payments must be dropped off at the leasing office. All maintenance requests should be made by phone or in writing to the leasing office. Emergencies include fire, flood, electrical shortage and sewer back ups. We do not make appointments for maintenance work.

2. **LOCKS/LOCK-OUTS:** Resident(s) cannot change, add, or alter locks installed on the doors. If Resident finds it necessary to have authorized personnel unlock apartments after hours they will be charged a fee of \$30.00, payable at time of entry. Should a locksmith be needed, the cost of such service will be the resident's responsibility. Access will not be provided passed 9:00 p.m.

3. **ENTRANCES/HALLWAYS/PUBLIC AREAS:** Shall not be obstructed or used for any other purpose other than entering and exiting.

4. **PLUMBING:** When malfunctions are caused by the introduction of objects, such as toys, cloth objects, grease and other foreign matter, the cost of repair, replacement, or unclogging of fixtures and pipes will be the Resident's responsibility.

5. **WINDOW TREATMENTS:** Bed linens, towels, tin foil, flags, etc., are not acceptable forms of window treatment. Management will provide blinds at move in; however, residents will be responsible for the cost of replacement should they damage the blinds.

6. **SPEED LIMIT/ PARKING/ REGISTERED VEHICLES:** The maximum speed limit throughout the community is 5 m.p.h. All state regulations that apply on the street will apply in the complex. No one under age is allowed to operate a vehicle on this property at any time. Recreational or Commercial vehicles cannot be parked on the property without written permission. Washing or repairing vehicles is NOT permitted. Vehicles without parking decals parked in resident parking, or that are inoperable, abandoned, un-licensed or has an expired license plate will be towed immediately at the vehicle owner's expense. Vehicles may not remain in the same parking space for more than (3) consecutive days. Tenants may only have one vehicle per adult occupant on lease on the premises. One bedroom apartments will be allowed to have up to two registered vehicles. The first registered vehicle will be allowed at no charge, the second vehicle will incur a monthly parking fee of \$50.00 in addition to the monthly rent. Two bedroom apartments will be allowed to have up to four registered vehicles (based on number of occupants listed on the lease agreement). The first two registered vehicles will be allowed at no charge. Each additional vehicle will incur a monthly parking fee of \$50.00 in addition to the monthly rent. It is the resident's responsibility to notify Management immediately of any changes to registered vehicles. If a parking decal is reported lost, there will be a \$25.00 fee for replacement. Please drive carefully and watch for children.

7. **DUMPSTERS:** All garbage must be properly bagged and disposed of in the dumpsters provided. Boxes must be broken down. Items too large for the dumpster, (i.e. furniture, large boxes, mattresses, etc.) must be disposed of by the tenant at the tenant's expense off the property. Any trash or furniture left by a tenant on the property will incur a fine for disposal.

8. **POOL AND RECREATION:** Regulations are posted at the pool area. Children under 16 must be accompanied by an adult in all areas of recreation. Resident agrees to abide by rules and regulations established for use of recreational and service facilities. As there is no lifeguard on duty, all residents and guests swim at their own risk.

9. **ANTENNAS/SIGNS/PATIO'S:** Under no circumstances are Balconies or Patios to be used for storage. For your safety, **DO NOT** place plants, or sit, on any railings in the community. Radio, Satellite, Television, CB aerials. Signs, Awnings and other devices shall **NOT** be placed on the roof or exterior of the building. The posting of advertisements or solicitations by tenants or guests are not permitted. No hanging of clothing or linens shall be permitted on any patios or balconies. Nothing may be affixed to the ceiling of any balconies or patios.

10. **DISTURBING NOISES:** The Resident's family and guests shall have due regard for the comfort and enjoyment of all other Residents in the apartment community. Your apartment is your home, free from interruption by the Management, unless you or your guests disturb other Residents. Residents are responsible for the actions of their guests. Music or television shall not be played at such a time or volume that will be disturbing to other Residents.

11. **MOLD/MILDEW:** Florida's climate can produce mold and mildew in humid closed rooms. It is the tenant's responsibility to use proper ventilation and housekeeping habits to prevent any mold and mildew damage. Should such damage occur, the cost of repair will be the Resident's responsibility.

12. **LAUNDRY MACHINES/ LAUNDRY FACILITIES/BBQ GRILLS:** The use of any gas or charcoal cooking appliances or electric grills in any apartment is in violation of the fire codes and this lease agreement. Laundry facilities are provided and personal laundry equipment in any apartment is not permitted unless the Landlord gives consent in writing. When using laundry machines do not leave any clothes unattended and make sure to remove your clothes as soon as the cycles are completed.

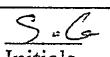
13. **LANDLORD'S NOTICES:** Any notices by Landlord posted in conspicuous places to provide the proper use and care of the property within the apartment community shall be considered an Addendum to the Rules and Regulations. The Landlord reserves the right to add to the Rule and Regulations at anytime at Landlord's discretion.

14. **SECURITY DEPOSIT:** To avoid misunderstandings regarding the SECURITY DEPOSITS that are paid at the time you sign you lease, the following information is provided:

**RELEASE OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:**

- A. The full term of the lease has expired. A written notice of intent to vacate has been given by the first day of the month, no less than 30 days prior to the lease expiration.
- B. The entire apartment including range, refrigerator, bathroom, closets and cabinets are clean.
- C. Unpaid legal charges, delinquent rents, and late fees will be deducted.
- D. No damage beyond normal wear and tear exists in the apartment. All debris, rubbish and discards are to be placed in a dumpster. Costs to repair excessive damage will be deducted in addition to the one-time redecorating fee of \$350.00.
- E. All keys returned and a forwarding address, left with Management.
- F. "Move-In" form must be completed at move in and signed by the Resident and Property Manager.
- G. "Move-Out" form must be completed at move out and signed by the Resident and Property Manager.

15. **Limitation on Conduct.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles. Passageways may be used only for entry or exit. Any swimming pool, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers and alcohol are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heater without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited- except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You will be liable to us for damage caused by you or any guests or occupants, and delivery persons.

	
Initials	Initials

We may exclude from the ent community guests or other who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rule, or disturbing other residents, neighbors, visitors, or owner representatives.  may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify self or herself as a resident, occupant or guest of a specific resident in the community.

**16. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolts locks, keyless bolting devices, window latches, and other safety or security devices.

**Smoke Detectors.** We will furnish smoke detectors as required by statute, and we will test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed. We may replace dead or missing batteries at your expense, without prior written notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. If you damage or disable the smoke detectors or remove a battery without replacing it with a working battery, you may be liable to us under state statute for \$100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**Casualty Loss.** We are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, earthquakes, interruption of utilities, theft, or vandalism unless otherwise required by law.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personal in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage, or loss to persons, including theft, burglary, assault, vandalism, or other crimes. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We are not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by crime, you must make a written report to our representative and to the appropriate local law enforcement agency. You must furnish us with the law enforcement agency's incident report number upon request.

**Building housing and Health Codes.** We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the neglect or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

**17. PEST CONTROL.** We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, or any rent abatement. You will be given seven (7) days written notice of the necessity to vacate. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in the apartment, adjacent common areas, and other common areas of the apartment community.

**18. MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations. If you or any guests or occupants violate the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process.

**19. RADON GAS.** We are required by Florida Statute 404.056(5) to give you the following notification. "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. Level of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department."

**20. MOVE OUT NOTICE.** Before moving out, you must give our representative advance notice as provided below. Your move-out notice will not release you from our liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- Your move out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.
- The move out date in your notice must be the last day of the month.

**21. MOVE OUT PROCEDURES.** The move-out date can't be changed unless Management and Resident both agree in writing. You will not move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You are prohibited by law from applying any security deposit to rent. You will not stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident forwarding address.

**22. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you do not clean adequately, you will be liable for reasonable cleaning charges including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear and tear.

**23. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correcting, modification, or disapproval before final refunding or accounting.

**24. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damage caused by negligence, carelessness, accident, or abuse, including stickers, scratches, burns, tears, or unapproved holes; replacement cost of our property that was in or attached to the apartment that is missing; replacing dead or missing batteries in the smoke detectors; utilities for repairs and cleaning' trips to let in company representatives to remove our telephone or TV cable services or rental items( if you so requested or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed relating charges; packing; removing, or storing property removed; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges; animal related charges; government fines or fees against us for violations(by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling or other matters; late payment and returned check charge; a charge (not to exceed \$200) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and all other sums due under this Lease contract.

S. C.	F. P.
Initials	Initials

## Mold Information And Prevention Addendum

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. ADDENDUM. This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is: Apt. # 242 at (name of apartments) Courtyard at The Park or other dwelling located at (street address of house, duplex, etc.) 1595 NE 135th St. in (city/state) N. Miami, FL 33161 where the dwelling is located.
2. ABOUT MOLD. Mold is found virtually everywhere in our environment-both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.
3. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must always run the air conditioning unit to circulate the air in your home and do the following:
 

*Keep your dwelling clean -- particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.*

*Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate into nearby walls. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots.*

*Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.*

*Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.*
4. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
  - rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level; overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or a/c drip pans or clogged up a/c condensation lines;
  - leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks; washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open pot cooking;
  - leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
  - insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
5. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EP A) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover®, or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.
6. DO NOT CLEAN OR APPLY HOUSEHOLD BIOCIDES TO: (1) visible mold on porous surfaces such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in compliance with applicable law.
7. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling; and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or phone number shown in your Lease Contract.

IF YOU FAIL TO COMPLY WITH THIS ADDENDUM, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

Resident or Residents  
(All residents must sign here)

Resident: Sonny Gabriel

Resident: Finette D. Pierre

  
Owner or Owner's Representative  
(Signs here)

Coral127NM, L.L.C.

Date: 12/30/20

**Lead's Effects**

It is important to know that even exposure to low levels of lead can severely harm children.

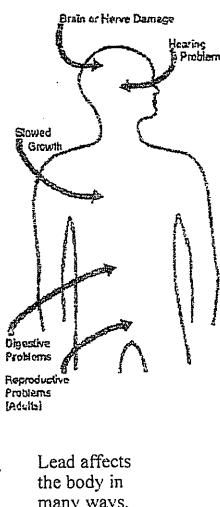
In children, lead can cause:

- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death. Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

**Identifying Lead Hazards**

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas of base soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

**Where Lead-Based Paint Is Found**

In general, the older your home, the more likely it has lead based paint.

Many homes built before 1978 have lead based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

**Checking Your Family for Lead**

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

3

4

**Checking Your Home for Lead**

You can get your home checked for lead in several different ways:

- A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.



Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

<i>S.G</i>	<i>F.P</i>
Initials	Initials

## For More Information

The National Lead Information Center Call 1-800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

## EP A's Safe Drinking Water Hotline

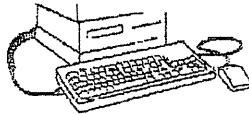
Call 1-800-426-4791 for information about lead in drinking water.

## Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).

## State Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at 1-800-424-LEAD.



For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

National Lead Information  
1-800-424-LEAD

CSPC Eastern Regional Office (includes Florida) 1-  
212-466-1612

## Simple Steps to Protect Your Family from Lead Hazards

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

EPA Region 4 Office (includes Florida) 1-  
404-582-8998

## FEDERALLY REQUIRED LESSOR DISCLOSURE. AGENT STATEMENT AND LESSEE ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

**LEAD WARNING STATEMENT** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (owners) must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention. (This addendum is a pamphlet" within the meaning of federal regulations. The term "in the housing" below means either inside or outside the housing unit.)

**LEAD-FREE HOUSING** If the housing unit has been certified as "lead free" according to 24 CFR Section 35.82, the lead-based paint and lead based paint hazard regulations do not apply, and it is not necessary to provide this addendum, or a lead-based paint warning pamphlet and lead-based paint disclosure statement, to the lessee (resident).

## LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (check *only one box*)

Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Lessor (owner) knows that lead-based paint and/or lead-based paint hazards are present in the *housing* (*explain*).

Records and reports available to lessor (check *only one box*)

Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (*list documents*).

**AGENT'S STATEMENT** If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that: (1) agent has informed the lessor of the lessor's obligations under 42 U.S.C.4582 (d); and (2) agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws. Such compliance may be through lessor himself or herself, or through lessor's employees, officers or agents. Lessor's obligations include those in 24 CFR Sections 35.88 and 35.92 and 40 CFR Sections 745.107 and 745.113. Agent's obligations include those in 24 CFR Section 35.94 and 40 CFR Section 745.115.

**ACCURACY CERTIFICATIONS AND RESIDENT'S ACKNOWLEDGMENT** Lessor and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be: (1) the owner himself or herself; (2) an employee, officer or partner of the owner; or (3) a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be: (1) the agent himself or herself; or (2) an employee, officer or partner of the agent if such person is authorized to sign for the agent. The lessees (residents) signing below acknowledge that they have received a copy of this lease addendum before becoming obligated under the lease and have been informed that it contains the disclosure form and pamphlet information required by federal law regarding lead poisoning prevention.

<i>S. G.</i>	<i>F.P.</i>
Initials	Initials

## What You Can Do Now to Protect Your Family

- If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:
  - If you rent, notify your landlord of peeling or chipping paint.
  - Clean up paint chips immediately.
  - Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.

- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

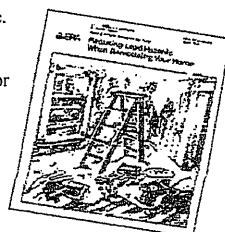


## Remodeling or Renovating a Home with Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

## Reducing Lead Hazards ... The Home

In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that dust leaf levels are below the following:

- 40 micrograms per square foot (*PG/FP*) for floors, including carpeted floors;
- 250 *p.g.l W* for interior window sills; and
- 400 *p.g.l W* for window troughs.

Call your state or local agency (see bottom of page 11) for help with locating certified professionals in your area and to see if financial assistance is available.

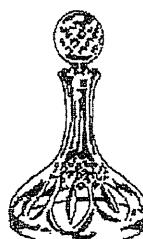
7

8

### Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

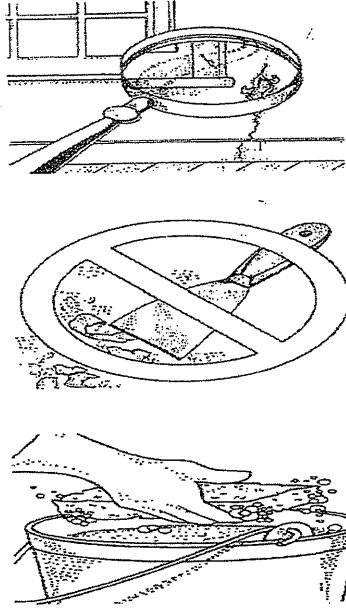


- Drinking water. Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted toys and furniture.
- Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- Lead smelters or other industries that release lead into the air.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- Folk remedies that contain lead, such as "Greta" and "Azarcon" used to treat an upset stomach.

**Federally Required Lead Hazard Information  
And Disclosure Addendum**

**IMPORTANT NOTICE TO RESIDENTS:** The following information is taken from a brochure entitled "Protect Your Family from Lead in Your Home" prepared by the U.S. Environmental Protection Agency, the U.S. Consumer Product Safety Commission and the U.S. Department of Housing and Urban Development. While the information must be distributed to residents before they become obligated under the lease for most types of housing built before 1978, it does not mean that the dwelling contains lead-based paint (LBP). The brochure was written in general terms and applies to both home purchasers and renters. The information outlines action that can be taken to test for, remove or abate LBP in a dwelling. The Florida Apartment Association Lease Contract specifically prohibits a resident from performing this type of work--only the dwelling owner may do so under the lease contract. If you have any questions about the presence of LBP in your dwelling, please contact the owner or management company before taking any action to test, abate or remove LBP. NOTE: Page references in the content of this form are to pages in the EPA brochure.

**Are You Planning to Buy, Rent, or Renovate a  
Home Built Before 1978?**



**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

**F**federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.

RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

**IMPORTANT!**

**Lead from Paint, Dust, and  
Soil Can Be Dangerous If Not  
Managed Properly**

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children that seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

**Lead Gets in the Body in Many Ways**

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).

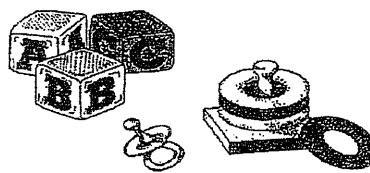
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



<i>S.C.</i> Initials	<i>F.P.</i> Initials
-------------------------	-------------------------

25. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, one is for you, and one or more for us. When an inventory and condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

*S.G*  
*F.P*  
Tenants Initials

Animal Addendum  
 Mold Addendum  
 Asbestos Addendum (if asbestos is present)  
 Lead Hazard Information and Disclosure Addendum (federal)

26. **Pool.** This Community does have a pool. When using the pool, Resident(s) agree to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool areas and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- Children under the minimum age (posted at the pool) must be accompanied at all times by a parent or legal guardian.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gate closed.
- Resident(s) must accompany their guests.
- Management only allows up to Two (2) guests per household at the pool.
- Resident(s) must notify Management any time there is a problem or safety hazard at the pool.

27. **Fitness Center.** This community does have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents will adhere to the rules and regulations posted in the fitness center and Management policies.
- The fitness center is not supervised.
- Resident(s) shall carefully inspect each pieces of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Residents(s) shall immediately report to management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during the Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not been registered with the Management Office.
- No one under the age of 18 is allowed in the fitness center.
- Guests are not permitted in the fitness center.
- No glass, smoking, eating, alcoholic beverages, or pets allowed in the fitness center.
- Residents are required to wear proper work out attire and tennis shoes.
- Please keep clean the machines after each use.

You are legally bound by this document. Read it carefully before signing.

I/we hereby acknowledge that I/we have read the foregoing Rules and Regulations and hereby agree to abide by each and everyone.

DATED: 12/18/12

LANDLORD:  
**CORAL127NM, LLC.**

BY: Sony Gabriel  
 As Agent of Coral127NM, LLC

RESIDENT(S):

Sony Gabriel  
 Resident Signature: Sony Gabriel

Finette D. Pierre  
 Resident Signature: Finette D. Pierre

Asbestos AddendumDate: December 28th, 2020

1. ADDENDUM. This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. # 242 At Courtyard at the Park  
located at 1595 NE 135th Street, North  
Miami, 33161

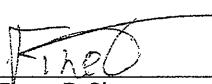
2. ASBESTOS. In most dwellings which were built prior to 1981, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

3. FEDERAL RECOMMENDATIONS. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

4. COMMUNITY POLICIES AND RULES. You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

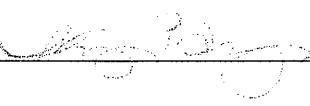
Resident's signature:

  
 Sony Gabriel

  
 Finette D. Pierre
Date of Signing Addendum: 12-30-20

Owner or Owner's Representative

Coral 127NM, L.L.C.

By: Date of Signing Addendum: 12/30/20

## After Hours Maintenance and Emergency Procedures Addendum

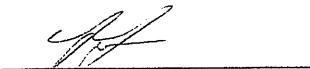
- For all routine service requests please call the leasing office during regular business hours to submit your request. Regular business hours are: Monday thru Friday, from 9:00 a.m. to 5:00 p.m. Please DO NOT place service calls after business hours or on weekends as they will not be dealt with until the next business day.
- If you reside in a 2 bedroom/2 bathroom apartment and you have an inoperable toilet, you must utilize the second bathroom until the next business day. Maintenance will not respond to service request unless the stoppage is causing a flood.
- Please invest in a toilet plunger as most stoppages can be easily cleared without the need to call our emergency service and it will save you a long wait time for our staff to come onsite. If you are not able to clear the stoppage, our staff will respond and work on the blockage if you are in a 1 bedroom/1 bathroom apartment.
- If you have a flood from a plumbing fixture, please call it in to the emergency line right away and our staff will tell you how to try to stop it while they head to your unit.
- If you have a fire call 911 first, then go out into the hall and pull one of our many fire pull stations. Please contact our maintenance line to report as well. We want to point out if the fire is caused by your negligence (unattended stove, unattended candles, etc.) you will be responsible for all costs to repair your unit so please act responsibly.
- If you are locked out of your unit after the office closes at 5:00 p.m. Monday thru Friday, you may call the maintenance line and one of our staff will unlock your unit for you. Please note that there will be a **LOCK OUT FEE of \$30.00**, which must be paid at the time the service is rendered. If you are locked out after 9:00 p.m. you will have to contact a locks smith to open up your unit or wait until 9:00 a.m. the next morning to call the maintenance line to request the unit to be unlocked. Should we find that you caused damage to the door, door frame, lock, etc. for trying to gain access to your unit through using force, you will be assessed repair costs which could range from \$180.00 to \$550.00 depending on the scope of the damage you caused. **Should a locksmith be needed for any reason, the cost of such service will be the resident's responsibility.**
- A/C Service calls are not considered an emergency. If you find your air conditioning unit is frozen or is leaking water, please go to the thermostat and turn the unit off. If it is leaking water, place a container underneath it to contain the water. All HVAC calls will be handled the next business day. **DO NOT call the maintenance line after 5:00 p.m. to report an HVAC problem** as there is nothing maintenance can do until the next business day. Our staff is not allowed on the roof after dark for their own safety. For air circulation, you can put the switch on the thermostat to FAN ON. Do not turn the other switch to cool as the leak will start again or you will freeze the a/c unit. Again, please wait until the next business morning after 9:00 a.m. to report an HVAC service issue. S.C. Initials

- All service requests should be made through the maintenance line. Please do not call maintenance directly to their personal cell phone or knock at their door.

We ask that you do not use the Emergency Line after hours to call in items that are NOT truly emergencies, that is what the office is for. Please understand that our staff works very hard giving you a nice place to live, but they do have lives also after work and you must be able to differentiate as to what a true emergency is and what can wait to be called in during normal business hours. Should you not understand the above memo feel free to call the office and our staff will be more than pleased to go over this with you.

Thank you,  
Courtyard at the Park Management

I have read the above information and understand the After Hours Maintenance and Emergency Procedures.

SONY GABRIEL   
Print Name Signature Date 12-30-20

Finette Pierre   
Print Name Signature Date 12-30-20

**CRIME FREE HOUSING ADDENDUM**

Resident(s): Sony Gabriele and Finette D. Pierre  
 Address: 1595 NE 135<sup>th</sup> Street, Apt. 242  
 North Miami, FL 33161

THIS CRIME-FREE HOUSING ADDENDUM was made into on this 28<sup>th</sup> day of December 2020, by and between Courtyard at the Park Apartments d/b/a Coral127NM, L.L.C., hereinafter referred to as "Landlord", Sony Gabriel and Finette D. Pierre, and referred to as "Resident", and

WHEREAS, this addendum shall be made a part of the residential lease agreement signed between the parties concerning the premises noted above; and

WHEREAS, the Landlord and Resident fully intend to be bound by this Addendum; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the Landlord and the Resident hereby agree as follows:

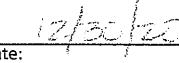
- a. The Resident, any member of the Resident's household, or a guest or other person under the Resident's control, shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent activity or drug related criminal activity.
- b. The Resident or any member of the Resident's household shall not permit the dwelling unit to be used for, or facilitate, criminal activity, including, but not limited to, violent criminal activity or drug related criminal activity.
- c. "Violent criminal activity" means any felonious criminal activity that has one of its elements the use, attempted use or threatened use of physical force against the person or property of another.
- d. "Drug related criminal activity" means the illegal manufacture, sales, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act).
- e. Resident, any member of the Resident's household, a guest or other person affiliated in any way with the resident, shall not engage in any illegal activity including prostitution, criminal street gang activity, threats or intimidation, assault, including, but not limited to the unlawful possession or discharge of Firearms or illegal weapons on or near the premises, or any other violation of the criminal statutes of the State of Florida or any breach of the lease agreement that otherwise jeopardized the health, safety and welfare of the landlord, their agent, other Resident, or guest or that which involves imminent or actual serious property damage.
- f. Resident represents that neither Resident nor any occupant of the Apartment has ever been convicted of any felony or misdemeanor involving sexual misconduct or controlled substance, and that to the best of Resident's knowledge, neither Resident nor any occupant of the apartment is the subject of a criminal investigation or arrest warrant. Resident hereby further represents that neither Resident nor any occupant of Residents apartment has any criminal charges of a sexual nature pending adjudication at this time. **Resident agrees that Landlord may terminate this lease if it ever comes to the attention of the Landlord that Resident has been convicted of any sexual criminal activity or placed on probation with adjudication withheld at any time prior to becoming a Resident or during Resident's tenancy at the apartment community.** Resident authorizes Landlord to perform a criminal background investigation of the Resident or any occupant of the apartment in the event the Landlord, in its sole discretion, has reason to believe that the Resident or any occupant has engaged in or is engaging in criminal activity in the apartment or at the apartment community.
- g. One or more violations of this cause constitutes a substantial violation of the lease and a material noncompliance with the lease for which the Resident shall not be given the opportunity to cure. Any such violation is grounds for termination of tenancy and eviction from the unit.
- h. Proof of violation shall be by a preponderance of evidence, unless otherwise provided by law. In case of any conflict between the provisions of this clause and any other provisions of this lease, the provisions of this clause shall govern.

Dated this 28<sup>th</sup> day of December 2020.

  
 \_\_\_\_\_  
 Resident: Sony Gabriel

  
 \_\_\_\_\_  
 Resident: Finette D. Pierre

  
 \_\_\_\_\_  
 Authorized Agent for Landlord

  
 \_\_\_\_\_  
 Date: 12/28/20