

# HOME Investment Partnerships Program Community Development Block Grant Rental Assistance Contract

This Tenant Based Rental Assistance contract (the “**Contract**”) is entered into between **the City of North Miami** (“Program Administrator”), **GOLD KING APARTMENTS LLC** (“Owner”), and **Casimir Pravide & Wesline Gustave** (“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 the December 4, 2020 Memorandum (the “extended waiver period”), in which case the Parties may agree to extend the Term of this Contract to no later than such new time as HUD’s waiver of the TBRA requirements in 24 CFR 92.209 expires.

## SECTION 3 – HOME ASSISTANCE TO BE PROVIDED

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

**Rental Assistance Payment**

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

Owner/Representative Initials: IS

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

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

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

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

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

#### 4.2 Rental Assistance Payments and Overpayment

The right of the Owner to receive payments under this Contract shall be subject to compliance with this Contract's provisions. The Owner agrees that, absent written notice to the Program Administrator and return of the Rental Assistance Payment, acceptance of the Rental Assistance Payment shall be conclusive evidence that the Owner received the full amount due.

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

Owner/Representative Initials: 

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

#### 4.3 Property Standards

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

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

Owner/Representative Initials: 

#### 4.4 Lead Based Paint

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

#### 4.5 Prohibition of Discrimination

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

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

#### 4.6 Inspections, Records, and Cooperation

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

### SECTION 5 – TENANT REQUIREMENTS

#### 5.1 Tenant Certification and Representations

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

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

| Name (First, M., Last) | Party to Lease                      | Minor/Under 18           |
|------------------------|-------------------------------------|--------------------------|
| Casimir Pravide        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Wesline Gustave        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

#### 5.2 Tenant Obligations

During the term of this Contract, Tenant will:

- a) Promptly pay, when due, any portion of the Contract Rent (or other fees due to the Owner under the Lease) not paid by the Rental Assistance Payment; and
- b) Comply with the Lease in all material respects; and

- c) Promptly notify the Program Administrator of (i) any intention to terminate the Lease and/or vacate the Unit or (ii) the presence of any physical deficiencies in the Unit that present an immediate danger to health and safety (e.g. electrical shorts, gas leaks, etc.) that have not been addressed by the Owner; and
- d) Pursuant to the Lease and the Contract, provide access to the Unit to the Program Administrator, PJ, HUD, or their authorized representatives for the purpose of conducting inspections; and
- e) Provide such information or documentation required by the Program Administrator, PJ, or HUD to determine compliance with this Contract, Program requirements, or other applicable federal laws and regulations; and
- f) Provide prompt notice to the Program Administrator of the anticipated receipt of other rental assistance from any other source whether public or private, including but not limited to the Section 8 Housing Choice Voucher Program.

## SECTION 6 – PROGRAM ADMINISTRATOR ROLE

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

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

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

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

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

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

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

## SECTION 7 – MODIFICATIONS TO LEASE

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

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

Owner/Representative Initials:

IS

Tenant Initials:

PC

WG

## **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**

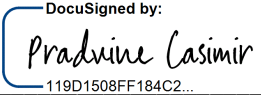
- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted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

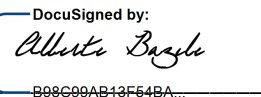
**IN WITNESS THEREOF**, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

|                                                                                                                                                                                                                    |                                                                  |                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------|
| <b>Owner</b><br><br><small>DocuSigned by:</small><br><small>8C09B7E2FBD44EF...</small><br>Owner/Landlord Representative Signature | Irlande Saintval<br>GOLD KING APARTMENTS LLC<br>Property Manager | Date: 3/18/2021 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------|

|                                                                                                                                                                                       |                           |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------|
| <b>Tenant</b><br><br><small>DocuSigned by:</small><br><small>119D1508FF184C2...</small><br>Signature | Casimir Pravide<br>Tenant | Date: 3/23/2021 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------|

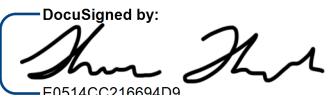
|                                                                                                                                                                                       |                           |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------|
| <b>Tenant</b><br><br><small>DocuSigned by:</small><br><small>0F14F4A80B04484...</small><br>Signature | Wesline Gustave<br>Tenant | Date: 3/23/2021 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----------------|

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|                                                                                                                                                                                                                                  |                                         |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------|
| <b>Program Administrator</b><br><br><small>DocuSigned by:</small><br><small>B08C00AB13F64BA...</small><br>Authorized Representative Signature | Alberte Bazile<br>Program Administrator | Date: 3/23/2021 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------|

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

|                                                                                                                                                                                                                           |                                         |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------|
| <b>Approve as to Form and Legal Sufficiency</b><br><br><small>DocuSigned by:</small><br><small>8AF8443D714D491...</small><br>Signature | Jeff P.H. Cazeau, Esq.<br>City Attorney | Date: 3/25/2021 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------|

|                                                                                                                                                                        |                                                                                                                                                    |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <br><small>DocuSigned by:</small><br><small>E0514CC216694D9...</small><br>Signature | <small>DS</small><br><br>Theresa Therilus, Esq.<br>City Manager | Date: 3/30/2021 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|

|                                                                                                                                                                        |                                    |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------|
| <br><small>DocuSigned by:</small><br><small>BB47A3B4B262492...</small><br>Signature | Vanessa Joseph, Esq.<br>City Clerk | Date: 3/30/2021 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------|



**EXHIBIT A: PROJECT SPECIFIC INFORMATION**

| Parties to this Contract                                                                                                                    |                                            |                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------------------------------------------|
| <b>Program Administrator</b>                                                                                                                | City of North Miami                        |                                                          |
| <b>Owner</b>                                                                                                                                | GOLD KING APARTMENTS LLC                   |                                                          |
| <b>Tenant</b>                                                                                                                               | Casimir Pravide & Wesline Casimir          |                                                          |
| Contract Dates                                                                                                                              |                                            |                                                          |
| <b>Contract Start Date:</b>                                                                                                                 | 3/30/2021                                  | <b>Contract End Date:</b> 09/30/2021                     |
| Unit & Lease Information                                                                                                                    |                                            |                                                          |
| <b>Unit</b> (Address and Unit #): 13280 NE 6th Ave, Apt 202, North Miami, FL 33161                                                          |                                            |                                                          |
| Lease Start Date: 10/01/2019                                                                                                                |                                            | Lease End Date: Month to Month                           |
| <b>Contract Rent</b> (total due under Lease): \$1,075.00 per month                                                                          |                                            |                                                          |
| Rental Assistance                                                                                                                           |                                            |                                                          |
| <b>Tenant Contribution:</b> \$ per month                                                                                                    |                                            | <b>Rental Assistance Payment:</b> \$2,150.00 (Dec & Jan) |
| Rental Assistance from Other Programs                                                                                                       |                                            |                                                          |
| Is other rental assistance (e.g. Section 8/State/Local funds) received? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                            |                                                          |
| If yes, monthly amount of \$0.00 paid to <input type="checkbox"/> Tenant or <input type="checkbox"/> Owner from (source):                   |                                            |                                                          |
| Payment Information                                                                                                                         |                                            |                                                          |
| <b>Rent Payable to:</b>                                                                                                                     | GOLD KING APARTMENTS LLC                   |                                                          |
| <b>Mailing Address:</b>                                                                                                                     | 13280 NE 6 AVE #100, North Miami, FL 33161 |                                                          |
| <b>Electronic Payment Instructions</b>                                                                                                      | <b>Financial Institution:</b>              | N/A Check wil be issued to Landlord/Owner                |
|                                                                                                                                             | <b>Routing Number:</b>                     |                                                          |
|                                                                                                                                             | <b>Account Number</b>                      |                                                          |
|                                                                                                                                             | <b>Account Holder Name:</b>                |                                                          |

**EXHIBIT B: EXISTING LEASE**

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

**RESIDENTIAL LEASE**

**GOLD KING APARTMENT LLC** - herein referred to as "Lesser" or "Landlord" **GUSTAVE WESLINE & CASIMIR PRADVINE** referred to as "Lessee" or "Tenant", Lesser leases to Lessee the premises situated at **13280 NE 6<sup>th</sup> Ave #202** in the city of **North Miami**, County of **Dade**, State of **Florida**, zip code **33161** and more particularly described as follows: **1/1 Together with all appurtenances.**

**PRO - RATE FOR THE MONTH OF NOVEMBER** *338.70*

for a term **1YEAR** to commence on **10/20/2019** and to end on **10/31/2020**

**1-Rent.** Lessee agrees to pay, without demand, to Lesser **ONE THOUSAND FIFTY DOLLARS (\$1050.00)** per month in advance on the **first day** of each calendar month at, **13280 N.E.6<sup>th</sup> Ave #100**, city of **North Miami**, State of **Florida**, or at such other place as lesser may designate.

**2- Late Fee.** After the **third (3<sup>rd</sup>) day of the month** there will be a **Five Dollar (\$5.00)** per day late fee charged including all ~~holidays~~ ~~Saturdays and Sundays~~. **If the rent is late it will not be considered paid in full until the late fee has been paid.** *GP*

**3-Security Deposit.** On execution of this lease, Lessee deposited the amount of **ONE THOUSAND FIFTY DOLLARS (\$1050.00)** which is acknowledged by lesser as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him and the provisions hereof. *GP*

**4-Quiet Enjoyment.** Lesser covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy demised premises for the agreed term hereof.

**5-Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private singles family residence, and neither the premises nor any part thereof shall be used any time during the term of this lease by Lessee for the purpose of carrying on a business, profession, or trade of any kind, or for any purpose other than as a private singles family residence. Lessee shall comply with all the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

**6-Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than **(2)** persons, consisting of **(2)** adult(s), and children **(0)** Children under that age of 18 years, without written consent of lesser.

**7-Condition of Premises.** Lessee stipulates that he has examined the demised premises, including grounds and all buildings and improvements, and that they are, at this time, in good order, repair and a safe, clean and tenantable condition. Apartment is taken in as in condition.

**8-Assignment and subletting.** Without the prior written consent of Lesser, Lessee shall not assign this lease, or sublet or grant any concession, or license to use the premises or any part thereof. Consent by lesser to one assignment, subletting, concession, or license shall not be deemed to be consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession, or license without prior written consent of lesser, or an assignment or subletting by operation of law, shall be void and shall, at leaser's option, terminate this lease.

**9-Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of lesser. All alterations, changes and improvements built, constructed or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless

*Tenant OWE December Rent*

otherwise provided by written agreement between Lesser and Lessee, be the property of Lesser and remain on the demised premises at the expiration or sooner termination of this lease. There is to be no unauthorized changing of front door locks.

**10-Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent or visitor, the premises shall be promptly repaired by Lesser. If the leased premises should be damaged other than by Lessee's negligence or willful act of that of his employee, family, agent or visitor to the extent that Lesser shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

**11-Dangerous Materials.** Lessee shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous by any responsible insurance company.

**12-Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises except that of water, lesser shall provide sewer, and trash collection.

**13-Right of Inspection.** Lesser and his agents shall have the right at all reasonable times during the term if this lease and renewal thereof to enter the demised premises for the purpose and inspecting the premises, extermination and all building and improvements thereon.

**14-Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and at his sole expense, shall make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his employee, family, agent or visitor shall be the responsibility of Lesser or his direction without the prior written consent of Lesser.

**15-Animals.** Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of lesser.

**16-Display of Signs.** During the first 0 days of this lease, Lesser or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

**17-Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lesser, all advances made under such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

**18-Hold over by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lesser after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lesser and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days written notice served by either Lesser or Lessee on the other party.

**19-Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements expected. The tenant is responsible for notifying the office in writing by certified mail thirty (30) days prior to moving.

**20-Default.** If any default is made, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any term or condition hereof, the lease at the option of the Lesser, shall terminate and be forfeited, and Lessee may re-enter the premises and remove all persons there from. Lessee shall be given written notice of any such default or breach, and termination and forfeiture of the lease shall not result if within 3 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time.

**21-Abandonment.** If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, for a period of at least 15 days Lesser may, at his option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or any payment of any kind whatever, and may in his discretion, as agent for Lessee, relate the demised premises, premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such relating, and at Lesser's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lesser by means of such relating. If Lesser's right of re-entry is exercised following abandonment of the premises by Lessee, then Lesser may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lesser may dispose of all such personal property in any manner Lesser shall deem proper and is hereby relieved of all liability for doing so.

**22-Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

**23-Radon Gas Disclosure.** As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in the building. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**I**

**NOTICE:** State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

**IN WITNESS WHEREOF,** the parties have executed this lease the day and year first above written.

Lesser

*Fondy*

Date

*10/20/2019*

Lessee

*Wesline Gustave*

Date

*10/20/2019*

*STADVINE CASIMIR*

**EXHIBIT "A"**

- o Tenant fully understands that the rent must be paid on the 1<sup>st</sup> of each month.
- o Tenant agrees to pay Five dollars (\$5.00) per day due to late fee, if the rent has not been paid by the 3<sup>rd</sup> of the month.
- o Lesser only gives receipts when rent is paid in full.
- o The Rent must be paid in money order or debit. No cash is not allowed
- o If Tenant leaves the apartment before the end of the lease, Tenant will lose the Security Deposit, and will be responsible for legal action for the remaining of the lease, and will have no claims against the Landlord.
- o The Security Deposit is in order to pay for possible damages in the apartment, at the end of the lease and it cannot be used as a monthly rent payment.
- If at any point a tenant wants to switch to another unit owned by our companies, and the office approves such a switch, there will be a \$300.00 charge, and if the unit being switched from is not left in the same condition, which was signed, on the move in inspection report, the deposit will not automatically be transferred in full and portions of which will be used to fix such damages.
- Transferred from

Randy  
Lesser

10/20/2019  
Date

Wesline Gustave  
STADVINE CASIMIR  
Lessee

10/20/2019  
Date

Your "Security Deposit" is actually a non-refundable cleaning and/or repair expense earned in full by the landlord upon receipt. This amount may be taken by the landlord immediately as working capita, declared as income and/or placed in account(s) with other unrelated funds at the sole discretion of landlord.

The landlord in its sole discretion may provide back to the tenant all, part or none of this "security deposit" amount. Landlord intends, but is not obligated to consider the effort in incurs concerning the leased premises and the condition of the subject rented property at the lease conclusion.

It is specifically agreed by the parties that this provision concerning "security deposit" supersedes any and all other references, and/or conflicting language concerning same, and it supersedes any and all law, rule, regulation or statute, etc., that may provide to the otherwise.

\_\_\_\_\_  
Landy  
Lesser

\_\_\_\_\_  
10/20/2019  
Date

\_\_\_\_\_  
Wesline Gustave  
Lessee

\_\_\_\_\_  
10/20/2019  
Date

TRADVINE CASIMIR

**EXHIBIT "B"**

Tenant understands and agrees that while living in the apartment, any of these damages described below will be tenant's responsibility and will be charged to tenant. Tenant further understands and agrees that such damages will be corrected within 48 hours:

- o Broken Screens \$25.00 (each)
- o Broken Jealousy \$10.00 (each)
- o Broken Window \$20.00 (each)
- o Smoke Alarm \$20.00
- o Towel Stick \$10.00
- o Broken Faucets \$35.00
- o Soap Dish \$20.00
- o Tooth Brush Holder \$20.00
- o Crank (door/window) \$20.00 (each)
- o Broken Kitchen Cabinets \$200.00
- o Interior Doors \$50.00
- o Closet Doors \$50.00
- o Exterior Doors \$200.00
- o Bath Sink \$30.00
- o A/C Cover \$25.00
- o Toilet Seat \$10.00
- o Toilet Tank \$40.00
- o Toilet Commode \$40.00
- o Curtain Rod Bathroom \$15.00
- o Holes in Wall \$75.00
- o Locks Front Door \$75.00
- o Disposal Old Furniture \$150.00
- o Stove \$300.00
- o Refrigerator \$300.00
- o Broken Floor Tiles \$10.00 (each)
- o Clean Apartment \$50.00 - \$200.00
- o Alter Original White Paint \$100.00 per room
- o Remove Trash/Items from Apartment \$150.00

\_\_\_\_\_  
Landy  
Lesser

\_\_\_\_\_  
10/20/2019  
Date

\_\_\_\_\_  
Westine Gustave  
Lessee

\_\_\_\_\_  
10/20/2019  
Date

\_\_\_\_\_  
RADVINE CASIMIR



**Apartment Condition Check List**Lessee Name: Casimir & Gustave P. WestineMove In Date: 10/20/2019Apartment: 13280 NE 10th AveMove Out Date: Lease expired 09-30-2020Apartment Size: 7/1 #202**Living Room & Dining room and Hallways**

Front Door & Locks \_\_\_\_\_  
 Patio/Balcony Door \_\_\_\_\_  
 Closets \_\_\_\_\_  
 Lighting \_\_\_\_\_  
 White Walls \_\_\_\_\_  
 Window Coverings \_\_\_\_\_  
 Carpet \_\_\_\_\_  
 Smoke Detector \_\_\_\_\_  
 Ceilings \_\_\_\_\_  
 Door Chime \_\_\_\_\_  
 Mail Key \_\_\_\_\_

**Kitchen**

Range \_\_\_\_\_  
 Refrigerator \_\_\_\_\_  
 Cabinets \_\_\_\_\_  
 Counter Tops \_\_\_\_\_  
 Sink & Faucet \_\_\_\_\_  
 Floors \_\_\_\_\_  
 Breaker Panels \_\_\_\_\_  
 Light Fixtures \_\_\_\_\_  
 Drip Panel \_\_\_\_\_  
 Dead Bolt \_\_\_\_\_

| <b><u>Bedrooms</u></b> | <b><u>One</u></b> | <b><u>Two</u></b> |
|------------------------|-------------------|-------------------|
| Ceilings               | _____             | _____             |
| White Walls            | _____             | _____             |
| Carpet                 | _____             | _____             |
| Trim                   | _____             | _____             |
| Window blind           | _____             | _____             |
| Screens                | _____             | _____             |
| Closet Door            | _____             | _____             |
| Closet Shelve          | _____             | _____             |
| Lighting               | _____             | _____             |

| <b><u>Bathrooms</u></b> | <b><u>One</u></b> | <b><u>Two</u></b> |
|-------------------------|-------------------|-------------------|
| Door / Locks            | _____             | _____             |
| Ceilings                | _____             | _____             |
| White Walls             | _____             | _____             |
| Floors                  | _____             | _____             |
| lighting                | _____             | _____             |
| Medicine cab            | _____             | _____             |
| Lavatory & faucets      | _____             | _____             |
| Commode                 | _____             | _____             |
| Bathtub & faucet        | _____             | _____             |
| Paper Holder            | _____             | _____             |
| Towel's Bars            | _____             | _____             |
| Soap Dish               | _____             | _____             |
| Fans                    | _____             | _____             |
| Shower Rod & Head       | _____             | _____             |
| Vanity & Top            | _____             | _____             |

**Utilities**

Water Heater \_\_\_\_\_  
 Air Condition \_\_\_\_\_  
 A/C Filter \_\_\_\_\_

Tenant states and represents that the said apartment, on this date, was as here represented. Tenant further states that he/she maintains the premises in a safe and proper condition.

Lesser RandyDate 10-20-2019Lessee WESTINE GUSTAVEDate 10-20-2019SPADVINE CASIMIR

**ADDENDUM ONE (1) TO LEASE****CRIME FREE DRUG-FREE HOUSING**

In consideration of the execution or renewal of a lease of the dwelling unit identified in this lease, manager/owner and resident agree as follows:

1. Resident, any members of the resident's household, or guest or the person under the resident's control, shall not engage in criminal activity, including drug-related criminal activity, on or off the said

2. Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

3. Resident, any member of the resident's household, or a guest or any other person affiliated with the resident, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.

4. Resident or members of the resident's household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.

5. Resident or members of the resident's household or a guest, or another person under the resident's control shall not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or off dwelling unit, premises or otherwise.

6. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including prostitution as defined in FSS 796, criminal street gang activity as defined in FSS 874 and, assault (threatening by word or act) as prohibited by FSS 784.011, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of lease agreement that otherwise jeopardizes the health, safety and welfare of other residents or involving imminent serious property damage, as defined in FSS 83.52.

7. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under FSS 83.56. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. (The definition of the preponderance of the evidence according to the Black's Law Dictionary is evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which is as a whole shows that the fact sought to be proved is more probable than not).

8. In case of conflict, between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

9. If any part of this addendum is unenforceable, it does not nullify the whole document.

10. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between owner/manager and resident.

Lessee

Wesley Gustave

FRADVINE CASIMIR

10-10-2019  
Date

**ADDENDUM TWO (2) TO LEASE****RENTERS INSURANCE POLICY**

Because your personal possessions mean more to you than to anyone else, we want to urge you to protect your belongings with some type of renters insurance. A renter's policy would insure your possessions against fire, water, theft and other claims. In addition, you would be protected against any lawsuit or liability claim from your landlord, guests, and visitors.

We are sure that you would much rather pay a reasonable premium annually for this type of insurance than run the risk of a possible lawsuit or have to pay for your damaged personal belongings that could amount to thousands or more. Please contact an insurance company to receive further information.

**We strongly recommend all residents purchase renters insurance.**

I presently have coverage with \_\_\_\_\_

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

I do not have coverage at this time. I realize that I am personally responsible for all damages to my apartment and possessions by my family, guests or visitors. I will personally and financially assume that responsibility.

Lessee: Wesline Gustave Date: 10-20-2019

FRADVINE CASIMIR

**ADDENDUM THREE (3) TO LEASE**  
**VEHICLE**

This is to certify that I understand I must have a license plate on my car and the car must be in working condition to be able to park my car on the premises. I also understand that I must have a parking sticker from the office on my car. If the car does not have a license plate, a parking sticker from the office or is not in working condition, the car will be towed at my expense.

I have \_\_\_\_\_ cars in my possession and will abide by the above stated rules.

**Car Information:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Tag #: \_\_\_\_\_ Decal Assigned: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Tag #: \_\_\_\_\_ Decal Assigned: \_\_\_\_\_

Lessee Westline Gostave 10-20-2019  
STADVINE CASIMIR Date

# GOLD KING APTS

13280 NE 6<sup>th</sup> Ave #100  
North Miami, FL, 33161  
(305)981-2609

## LANDLORD MONTH TO MONTH LEASE VERIFICATION

Tenant (s) Name: WESLINE GUSTAVE

&

CASIMIR PRAVIDE

Address: 13280 N.E. 6<sup>th</sup> AVE #202

NORTH MIAMI, FL 33161

Property Name: GOLD KING APARTMENT

Landlord / Manager: IRLANDE OFFICE MANAGER

Date of Verification: FEBRUARY 4<sup>TH</sup>, 2021

How long at this address: 10/01/2019 PRESENT

From:

To:

Monthly Rent: \$1075.00 Apt 1/1

Number of people in apt: adult's (2) children ()

Additional Comments: Please call the office if you have any questions at

305-981-2609 Monday- Thru - Friday 8:00 A.M. To 6:00 P.M.



Manager/Office Representative

(305)981-2609 Office

(305)981-2608 FAX