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CITY OF NORTH MIAMI
NEIGHBORHOOD STABILIZATION PROGRAM
LEASE AGREEMENT

This **LEASE AGREEMENT** is entered into this 9/3/2020, by and between the following parties: the **City of North Miami**, a Florida municipal corporation having its principal office at **776 N.E. 125th Street, North Miami, FL 33161**, hereinafter referred to as "Lessor" and **Gisette Macean**, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the Federal Department of Housing and Urban Development (HUD) has provided Neighbourhood Stabilization Program (NSP) funds to local governments designed to address foreclosures in housing, economic development and infrastructure needs of the community that primarily benefit very low and low income persons; and

WHEREAS, the City has elected through its Neighbourhood Stabilization Program Substantial Amendment to the Consolidated Plan for NSP funds (Funds) adopted by the Mayor and City Council in November, 2008, to provided assistance to eligible applicants within the City for the purpose of renting rehabilitated properties (Project) in accordance with Division B, Title III of the Housing and Economic Recovery Act (HERA) of 2008.; and

WHEREAS, this agreement is entered into after compliance by the parties with all applicable provisions of federal, state, and local laws, statutes, rules and regulations.

I. TERMS AND PARTIES

This is a lease ("the Lease") for a period of **12** months ("Lease Term"), beginning **August 1st, 2020** and ending midnight **July 31st, 2021** between **City of North Miami** ("Lessor") and **Gisette Macean** ("Lessee").

In the Lease, the owner, whether one or more, of the property is called "Lessor." All persons to whom the property is leased are called "Lessee."

Household Composition: The Lessee's household is composed of the individuals listed below. (Other than the Head or Spouse each household member should be listed by age, oldest to youngest. The Head of Household shall execute the lease.

Name	Relationship	Age	Birthdate
1. Gisette Macean	Head	41	03/06/1979
2. Selavensky Macean	Son	8	09/04/2011
3.			
4.			
5.			
6.			
7			
8			

Lessee agrees to wait for Lessor's approval before allowing additional persons to move into the Premises. Failure on the part of Lessee to comply with this provision is a serious violation of the material terms of the lease, for which Lessor may terminate the lease.

Lessee shall report additions or deletions (for any reason) from the household members named on the lease to the Lessor in writing, within 10 days of the occurrence.

DS

Lessee's Initials GM _____

II. PROPERTY RENTED

Lessor leases to Lessee the land and building located at **401 NE 111 Street, Apt. 102** North Miami, Florida together with the following furniture and appliances: dishwasher, oven/ stove, refrigerator, disposal, washer, dryer, air conditioner, window treatments ***(if applicable***).

III. RENT PAYMENTS AND CHARGES

The total rent due under this **1** year lease is **$10,032.00** to be paid in monthly installments of **$836.00** each on or before 5:00 p.m. the 3rd calendar day of each month, ("Rental Installment Period.") The first Rental Installment is due on or before **August 1st, 2020**. Payment may not be made in cash. Payment should be made in the form of Money Order or Cashier's Check drawn from a local bank.

Rent shall be sent to **Housing & Social Services Department** at, **776 NE 125th Street, North Miami, Florida 33161**. Lessor may appoint an agent to collect the Lease Payment and to perform Lessor's obligations. Rent may be mailed through the U.S. Postal Service at Lessee's risk. Any rents lost in the mail will be treated as if unpaid until received by Lessor.

Other Charges: In addition to rent, Lessee is responsible for the payment of certain other charges specified in this lease. The type(s) and amounts of other charges are specified in the Lease Agreement. **There will be a charge of an additional $100.00 per month per person in rent, for occupancy of others not on this lease.**

Maintenance costs -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Lessee, household members or by guests. When Lessor determines that needed maintenance is not caused by normal wear and tear, Lessee shall be charged for the cost of such service in accordance with the actual cost of the repairs

Late Charges -- Rent received after the close of business on the third (3rd) of the month in which it is due must include an additional rent charge of **10%** for failure to pay the rent on time.

Collections Costs -- Lessee is responsible for all actual and reasonable expenses incurred by Lessee's violation of any term or provision in the lease, including, but not limited to $10.00 for each Notice to Pay, Notice to Quit, or other notice mailed or delivered by Lessor to Lessee due to Lessee's non-payment of rent, all court costs and attorney's fees and all costs of collection.

Partial Payments -- The acceptance by Lessor of partial payments of rent due shall not, under any circumstances, constitute a waiver, or affect any notice of legal proceeding in unlawful detainer theretofore given or commenced under state law.

IV. DEPOSITS AND CHARGES

In addition to the Lease Payments described above, Lessee shall pay the following:

A security deposit of **$0.00** to be paid together with the first rental payment on or before N/A to bind Lessee's pledge of full compliance with the terms of this agreement.

The Security Deposit may not be used to pay rent or other charges while Lessee occupies the dwelling unit. No refund of the Security Deposit will be made until Lessee has vacated, and Lessor has inspected the dwelling unit.

Release of the Security Deposit, at the Option of the Lessor is subject to the provisions below:

A. The full term of the Agreement has been completed.
B. No damage to the premises, buildings, or grounds is evident.

C. The entire dwelling, appliances, closets, and cupboards are clean and free from insects; the refrigerator is defrosted and clean. The range is to be clean including the racks and broiler pan, all windows are to be clean inside and outside, all debris and rubbish have been removed from the property, carpets have been commercially cleaned and left clean and odorless.
D. All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, etc.
E. All keys have been returned.
F. A forward address for Lessee has been left with the Lessor. Within thirty (30) days after termination of the occupancy, the Lessor will mail the balance o the deposit to the address provided by Lessee in the names of all signatories hereto; or at the Option of the Lessor will impose a claim on the deposit and so notify the lessee.
G. It is the lessee's responsibility to call, make arrangements, and be at residence to let meter readers in for final reading on gas, electric, and water. If Lessor has to do this, there is a $50 charge for each utility.

If any deductions are made, Lessor will furnish Lessee with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

V. NOTICES

Notice to Lessee

Any notice is sufficient if delivered by first class mail to Lessee at the Premises. If Lessee is absent from the Premises, a notice to Lessee may be posted on the Premises by leaving a copy of the notice at the Premises, and further delivered by first class mail.

Notice to Lessor

Any notice is sufficient if given by first class or special delivery mail to Lessor to the following address:

City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attn: **Housing & Social Services Department**

VI. UTILITIES

Lessee must obtain electric service for Leased apartment, if separately metered and pay all charges for hook-up, connection, and deposit for providing utilities and utility services to the property. Lessor is not liable for any interruption or malfunction in service of any utility due to any cause. Lessee may not occupy Leased apartment without electric service.

VII. OCCUPANCY AND USE OF PREMISES

Only those persons whose names appear on this lease may occupy the apartment. No other persons may occupy the apartment for more than three (3) days per month without prior written consent of the Lessor or its Agent. Such consent may be withheld for any reason or for no reason. The apartment is to be used for the purpose of private housing. Lessee further agree not to use, nor permit the apartment to be used for any illegal, immoral or improper purpose, nor to permit any disturbance, noise or annoyances whatsoever detrimental to the comfort and peace of any of the inhabitants of the premises. Lessee may not assign this lease or sublet any portion of leased apartment without Lessor prior written consent. Such consent may be withheld for any reason or for no reason.

VIII. PETS PROHIBITED: NO PETS MAY BE KEPT IN THE APARTMENT OR THE PREMISES

IX. DEFAULT

A. **Lessor's Default**. Except as noted below, Lessor will be in default if Lessor fails to comply with Lessor's required maintenance obligations or fails to comply with other material provisions of the Lease and such failure continues for more than seven (7) days after Lessee delivers a written notice to Lessor that tells Lessor how Lessor has violated the Lease.

If Lessor's failure to comply is due to causes beyond the Lessor's control and if Lessor has made, and continues to make, every reasonable effort to correct the problem, the Lease may be altered by the parties, as follows:

1. If Lessor's failure to comply makes the Premises uninhabitable and Lessee vacates, Lessee shall not be liable for rent during the period the Premises remains uninhabitable.

2. If Lessor's failure to comply does not make the Premises uninhabitable and Lessee continues to occupy the Premises, the rent for the period of noncompliance will be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.

B. **Lessee's Default**. Lessee will be in default if any of the following occur:

1. Lessee fails to pay rent when due and the default continues for three (3) days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by Lessor for payment of the rent or possession of the Premises.

2. Lessee fails to perform Lessee's obligations under the Lease, and the failure is such that Lessee should not be given an opportunity to correct it or the failure occurs within twelve (12) months of a written warning by Lessor of a similar failure. Examples of such failures which do not require an opportunity to correct include, but are not limited to, destruction, damage, or misuse of Lessor's property by an intentional act or a subsequent or continued unreasonable disturbance.

3. Except as provided above, Lessee fails to perform any other obligation under the Lease and the default continues for more than seven (7) days after delivery of written notice to Lessee from Lessor specifying the default.

X. REMEDIES

A. Holdover Tenants - If Lessee remains in possession of the apartment after the expiration of the lease agreement without Lessor's approval and LESSEE does not sign a new lease agreement, Lessee shall be considered a holdover tenant as defined by Section 83.58, Florida Statutes and Lessor may recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.

Month to Month Tenants - If Lessee remains in possession of the apartment after the expiration of the lease agreement with Lessor's approval and Lessee does not sign a new lease agreement, Lessee is considered a month-to-month tenant under Florida law. As a month to month tenant, Lessor can charge market rate, which increases as the market increases, plus month to month rent costs hereby deemed rent. Month to month tenancies will not be prorated, the full month's rent is payable in advance pursuant to Florida Statute 83.46 (2).

B. If Lessee defaults under the Lease by failing to pay rent, Lessor may terminate Lessee's rights under the Lease and Lessee shall vacate the Premises immediately. If Lessee defaults under the Lease for any other reason, Lessor may terminate

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Lessee's rights under the Lease and Lessee shall vacate the Premises within seven (7) days of delivery of the notice of termination.

C. If Lessee fails to cure a default within the time specified in the notice to Lessee, Lessor may recover possession of the Premises as provided by law.

D. Lessor shall not recover possession of the Premises except:

1. in a legal action for possession;
2. When Lessee has surrendered possession of the Premises to Lessor; or,
3. When Lessee has abandoned the Premises. Absent actual knowledge of abandonment, the Premises shall be consider abandoned if Lessee is absent for at least one-half a Rental Installment Period, the rent is not current, and Lessee has not notified Lessor, in writing, of an intended absence;
4. by mutual consent.

E. If Lessee has defaulted under the Lease and Lessor has obtained a writ of possession, if Lessee has surrendered possession of the Premises to Lessor, or if Lessee has abandoned the Premises, Lessor may:

1. Treat the Lease as terminated, retake possession for Lessor's own account, and any further liability of Lessee will be ended;
2. Retake possession of the Premises for Lessee's account. Lessee will remain liable for the difference between rent agreed to be paid under the Lease and rent Lessor is able to recover in good faith from a new Lessee; or
3. Do nothing, and Lessee will be liable for the rent as it comes due.

F. If Lessor retakes possession of the Premises for Lessee's account, Lessor must make a good faith effort to re-lease the Premises. Any rent received by Lessor as a result of the new lease shall be deducted from the rent due from Lessee. For purposes of this section, "good faith" in trying to re-lease the Premises means that Lessor shall use at least the same efforts to re-lease the Premises as were used in the initial rental or at least the same efforts as Lessor uses in attempting to lease other similar property.

G. Other Remedies. Each party also may have other remedies available at law or in equity.

H. Payment of Rent to Court. In any legal action by Lessor for possession of the Premises, if Lessee raises any defense other than payment, Lessee must pay into the registry of the court the past due rent set forth in Lessor's complaint, or an amount determined by the court, and the rent which comes due during the lawsuit, as it comes due. Failure of Lessee to pay the rent into the registry of the court will be a waiver of Lessee's defenses other than payment.

I. Attorney's Fees. In any legal action brought to enforce the Lease or under applicable law, the prevailing party may recover its reasonable court costs and attorneys' fees from the other party.

XI. TERMINATION

Upon termination or expiration of this lease, Lessee agrees to vacate the premises peaceably and immediately. The apartment must be left in the same condition as it was at the beginning of the lease with the exception of damage due to a reasonable wear and tear. If any of Lessee's property is left in the apartment, on the premises or in any unauthorized area after termination of this lease or Lessee vacating the apartment, Lessor may remove, dispose of, or place that property in storage and charge Lessee accordingly and Lessee waives any claims for damages as a result of the disposal of the property. If Lessee fails to deliver all keys, replacement costs will be deducted from security deposit. Lessee shall give sixty (60) days written notice to vacate prior to expiration date of lease. Date of termination shall always be the last day of the month. Failure

to give the sixty (60) days written notice to vacate prior to termination of lease will result in one month additional rent as “liquidated damages" to the Lessor.

XII. RENEWAL

This agreement shall automatically terminate as of the expiration date set forth above, without notice from Lessor. If any monies are due at time of termination of this lease, and a new lease is signed, it is hereby agreed that all monies due shall be due to Lessor as rent or additional rent, and will be collected as same.

XIII. LIENS

Lessee shall not have the right or authority to encumber the Premises or to permit any person to claim to claim or assert any lien for the improvement or repair of the Premises made by Lessee. Lessee shall notify all parties performing work on the Premises at Lessee’s request that the Lease does not allow any liens to attach to Lessor’s interest.

XIV. RIGHT TO ENTER

Lessor shall have the right to enter Lessee’s apartment for inspection, extermination, maintenance and repair with reasonable notice and during reasonable hours, at any time in an emergency, or as provided otherwise by law.

XV. REPAIR AND MAINTENANCE

Lessee acknowledge that Lessee have inspected the apartment and are fully satisfied and accept it in its "as is" condition, except as otherwise agreed, to by Lessee and us in writing.
Lessor and Lessee agree that the maintenance of the Premises are as follows:

Lessor’s Required Maintenance - Lessor is responsible for all major maintenance or major replacement of appliances and equipment, not caused by the negligence of the Lessee. Maintenance or replacement needed due to negligence of the Lessee shall be the responsibility of Lessee. Major maintenance and replacement are those repair or replacement items exceeding **$100.00.** All maintenance or replacement of **$100.00** or less shall be the responsibility of Lessee. Lessor shall maintain air conditioning and heating equipment, although Lessee must pay for any repair occasioned by Lessee misuse or neglect.

Lessee’s Required Maintenance. In addition to the above, at all times during the Lease Term, Lessee shall:

(1) Comply with all obligations imposed upon Lessees by applicable provisions of building, housing, and health codes;

(2) Maintain the Premises in a neat, clean, decent, safe and sanitary condition;

(3) Remove all garbage from the dwelling unit in a clean, sanitary manner, maintain plumbing fixtures, faucets, pipes, etc.;

(4) Maintain all plumbing fixtures in the dwelling unit in clean, sanitary condition and in good repair; and

(5) Assure that property belonging to the Lessor is safeguarded against damage, destruction, loss, removal, or theft; and

(5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances.

Lessor shall have no responsibility for repair or replacement of the washer or dryer. Lessee may use the washer and dryer but bears full responsibility for repair or replacement. Lessee is responsible for grounds, and lawn and garden maintenance at Lessee’s expense.

Nothing in this section makes Lessor responsible for any condition created or caused by the negligent or wrongful action or omission of Lessee, any member of Lessee’s household, or any person on the Premises with Lessee’s consent.

Lessee is responsible for the removal of trash and garbage from Lessee apartment and kept in a clean and sanitary manner. Damages to lock or keys lost or damaged by Lessee will be repaired

and/or replaced by Lessor at Lessee's expense. Lessee must check Lessee smoke detectors weekly and replace the battery routinely to ensure that they are working properly. Lessee must change *AIC* filters monthly, or more often if required, please contact the leasing office to find out the location where Lessee get the *AIC* filters. Storing items in the A/C closet is strictly prohibited. Stored items may damage the *AIC* system. Lessee shall use plumbing fixtures and facilities, electric systems and other mechanical systems in the manner designed. Any and all damages caused by Lessee or Lessee family or invitees to the apartment or the premises, whether by misuse, neglect, accident, intentionally or otherwise, will be corrected, repaired, or replaced at Lessee expense, as additional rent to be paid immediately. Lessee agrees to immediately notify Lessor in writing of any needed maintenance or repair.

XVI. ALTERATIONS

Lessee shall not make alterations, or additions nor install or maintain in the apartment, or any part of the premises, any fixture, appliance, devices or signs without our written consent, which may be withheld for any reason or no reason unless prohibited by law. Any alterations, additions or fixtures, which are made after Lessee has received Lessor's written consent, shall remain a part of the apartment, unless specifically agreed otherwise.

XVII. REIMBURSEMENT BY LESSEE

Lessee agrees to reimburse Lessor promptly in the amount of the loss, property damage or cost of repairs or service (including plumbing repairs) caused by negligence or improper use by Lessee, Lessee's agents, invitees, family or guests, Lessee shall be responsible for any damage resulting from windows or doors left open. Such Reimbursement shall be due immediately upon demand by Lessor. Lessor's failure or delay in demanding damage reimbursement, late-payment charges, returned check charges or other sums due from LESSEE, shall not be deemed a waiver thereof; and Lessor may demand same at any time, including move-out. IT IS UNDERSTOOD AND AGREED THAT LESSOR MAY AT ANY TIME AND FROM TIME TO TIME DEDUCT DAMAGE REIMBURSEMENTS, UTILITY CHARGES, LATE PAYMENT CHARGES *AND/OR* RETURNED CHECK CHARGES, OR ANY PORTIONS THEREOF, FROM LESSEE'S SECURITY DEPOSIT, WITHOUT WAIVER OR ANY OTHER RIGHTS OR REMEDIES OF LESSOR.

XVIII. LIABILITY

Lessor shall not be liable for any loss by reason of damage, theft, or otherwise to the contents, belongings and personal effects of the Lessee, or Lessee's family, agents, employees, guests, or visitors located in or about the Premises, or for damage or injury to Lessee or Lessee's family, agents, employees, guests, or visitors. Lessor shall not be liable if such damage, theft, or loss is caused by Lessee, Lessee's family, agents, employees, guest, or visitors. Nothing contained in this provision shall relieve Lessor or Lessee from responsibility for loss, damage, or injury caused by their own negligence or willful conduct. Lessor makes no representation of any kind to protect Lessee or anyone else, Lessee property or anyone else's property from the negligent or criminal acts of others. Lessee is responsible for all liability insurance coverage on Lessee apartment and, with respect to Lessee family, licensees or invites, agree to save and hold us harmless and indemnify us from any liability. LESSOR STRONGLY RECOMMEND THAT LESSEE SECURE RENTERS INSURANCE TO PROTECT LESSEE FROM ALL SUCH OCCURRENCES. Lessor is not responsible for any damage that may result from any acts of God.

XIX. FIRE AND CASUALTY

Fire Protection is available on the premises. If Lessee apartment becomes uninhabitable because of fire, explosion, or other casualty, Lessor may at our option, terminate this Lease or repair the apartment within thirty (30) days. If we elect not to repair the apartment, this Lease shall terminate. If we do elect to repair the apartment, and if the damage is not due to Lessee negligence, this rent shall be abated during the time Lessee cannot occupy the apartment Nothing shall be used or kept in or about Lessee apartment that would in any way affect the terms and conditions of our fire and extended coverage policy or be a violation of law.

XX. APPLICATION

Lessee affirms that the information given by Lessee in Lessee application is true and correct. If any information is found to be false, Lessor may terminate this Lease for material non-

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compliance. Lessee will notify of any change in the information in Lessee application promptly in writing.

XXI. POLICIES AND PROCEDURES

Attached to and made a part of this Lease are the Policies and Procedures, promulgated for the mutual benefits of all. Lessee agrees to abide by these policies and by any changes or additions, which may be promulgated at a later time. Lessor has the right to modify, amend or add to the Policies and Procedures whenever, it is necessary or advisable to do so for the purpose of safety, economy, preservation or cleanliness in the operation and maintenance of the premises, or for the safety, comfort or convenience or welfare of the Lessee. Lessee further agrees that the posting of any changes to the attached Policies and Procedure shall be sufficient to make the changes known to Lessee.

XXII. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from Lessee County Public Health Unit. This information is provided for informational purposes pursuant to Section 404.059(8), Florida Statutes (1989).

XXIII. EXPRESSED AGREEMENT; SEVERABILITY

We are pleased to rent to Lessee the above referenced Apartment. This lease is the entire agreement between Lessee and Lessor and may be modified only in writing. The invalidity or enforceability of any provision of this lease shall in no way affect the validity or enforceability of any other provision of this agreement. As used in this Lease "Lessee" means those LESSEE(s), tenant(s) whose names appear above, and Lessee are jointly and severally responsible. "Lessor" means the LESSOR. "PREMISES" means the entire property, including public areas. UPON EXECUTION OF THIS LEASE, LESSEE ACKNOWLEDGE THAT LESSEE READ AND AGREE TO ALL OF ITS PROVISIONS. It was executed by the LESSEE(S) and the Lessor on the above date.

XXIV. OVER THE AIR RECEPTION DEVICES/SATELLITE DISHES

The installation of Over the Air Reception Devices/Satellite Dishes is strictly prohibited without the prior written consent in the form of an executed ADDENDUM and all associated fees paid in advance. Installation without written approval would constitute a material noncompliance of this lease agreement.

XXV. MILDEW AND MOLD

Lessee acknowledges that the apartment is located in Florida which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper room temperature, lighting, ventilation, air conditioning and dehumidification of the apartment to retard or prevent the growth of mold and mildew. Lessee hereby acknowledges that there was no mold in the apartment at time of move in. Lessee agrees to be responsible for taking all proper action to retard and prevent mold and mildew and to protect his person and property from loss or damage as a result thereof and further agrees that Lessee shall be responsible for damage to the apartment resulting from Lessee's failure to provide proper climate control. Further, Lessor shall not in any event be responsible for damage, loss or injury to persons or property caused by mold or mildew.

XXVI. PEST INFESTATIONS

Rental units have been maintained and are pest free. In the event Lessee finds, at time of possession, any type of pest in the unit, including but not limited to bed bugs, Lessee must notify the Lessor immediately. Lessee's failure to notify Lessor or Lessor's representatives within twenty-four (24) hours of possession of any type of pest, including bed bugs, will be deemed Lessee's acknowledgement that apartment was free from any pest infestation, when possession was given to the Lessee. Lessor will not be responsible for any pest infestations, including bed bugs, caused by the Lessee. It is Lessee's responsibility to immediately address said pest problem.

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Any pest extermination, including the eradication of bed bugs, after twenty-four (24) hours of possession, will be at Lessee's expense. In the event Lessee fails to address a bed bug problem, the Lessor may take measures to eradicate the pests at the Lessee's expense. Said pest eradication costs will be deemed rent and collected as same.

XXVII. SMOKE DETECTION SYSTEM

Smoke Detectors have been installed and are in operable condition in the property. Lessee is required to maintain the smoke detectors with new batteries. Lessee's failure to maintain the smoke detectors in working order absolves the Lessor from any responsibility for losses due to malfunction of the alarm in case of fire.

XXVIII. MOVE-OUT & INSPECTIONS

Failure to execute a Move-Out Condition Report and conduct an inspection of Lessee apartment with a company representative at the time of move-out will result in Lessee waiving all rights to dispute any and all charges that may be incurred for damages to the apartment a price list for damages is incorporated herein and Lessee hereby agrees to be responsible for all damages charged. Lessee must schedule a move out inspection two (2) weeks in advance with management, prior to move out.

XXIX. MISCELLANEOUS

A. Time is of the essence of the Lease.

B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Lessor and Lessee, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

D. Should any provision of this Lease be found to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to fullest extent permitted by law.

E. No agreement to accept surrender of the Premises from Lessee will be valid unless in writing and signed by Lessor.

F. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined by the laws of Florida.

G. The place for filing any suits or other proceedings with respect to the Lease shall be in Miami-Dade County.

H. Lessor and Lessee will use good faith in performing their obligations under the Lease.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed on the date on which the last of the Parties initials or signs.

DocuSigned by:
Whitney Taylor
74D88B2481F14A8...
Witness

Date: 7/29/2020

DocuSigned by:
GISETTE MACEAN
77A0E7D8F1B9...
Gisette Macean, Lessee

Date: 7/29/2020

APPROVED BY:

DocuSigned by:
Alberte Bazile
B98CD0AB13E54B...
Alberte Bazile, MBA
Housing & Social Services Director

Date: 7/30/2020

ATTEST:

DocuSigned by:
BB47B0B4B261492...
Vanessa Joseph, City Clerk

9/3/2020
City Clerk Date Signed

City of North Miami, a FLORIDA municipal Corporation, "**City**":

DocuSigned by:
T0514CCD16694D9...
Theresa Therilus, Esq., City Manager

9/2/2020
City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff P. H. Cazeau
8AF8443D714D491...
Jeff P. H. Cazeau, Esq., City Attorney

8/3/2020
City Attorney Date Signed

DS
Lessee's Initials GM _____

POLICIES AND PROCEDURES

These rules and regulations are for the mutual benefit of LESSEE and LESSOR and are a part of this Lease. LESSEE agrees to observe such further reasonable rules and regulations as may later be implemented by LESSOR.

I. All motorcycles must be parked in designated areas. Vehicles with logos or vehicles (other than original factory equipped) used in the operation of any business, boats, trailers, RV's trucks/autos with enclosures added to vehicles are prohibited on the property. All violators will be towed at their own expense. All vehicles must be registered with management. Vehicle parking decals must be displayed and visible at all times. LESSEE is responsible for all costs associated with the replacement of bar codes and parking decals for their vehicles.

2. Storage of any item in the parking area is prohibited. LESSEE shall not store items on balconies and patios in an unsightly manner. LESSEE agrees not to place doormats outside their door in the hallway of the building.

3. LESSEES are entitled to egress and ingress upon the property and use the common parking spaces for approved vehicles. One and two bedroom units will receive one free parking space. Three-bedroom units will receive two free parking spaces. LESSEE's may be charged additional parking fees for additional vehicles. Parking fees are subject to change at the owner's discretion. Parking fees are deemed additional rent.

4. All vehicles must be parked head in, NOT backed in. Vehicle tag must be clearly visible. In addition, vehicles must be parked in the parking area so as not to obstruct the spaces for other vehicles. No vehicles shall be parked on or obstructing sidewalks or the grass area or the trash room pick-up areas, exits entrances.

5. Junk or derelict vehicles or other vehicles on which current registration and required permits and licenses are not displayed shall be prohibited on the property, including without limitation, the parking areas.

6. Vehicles shall not be parked with a "For Sale" sign except for those attached to the interior sides of the vehicle's window. Any such vehicle must be owned by LESSEE.

7. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.

8. Vehicles other than those clearly identified as operated by a handicapped person shall not be parked in spaces reserved for handicapped parking.

9. Repairs to vehicles, as well as painting of vehicles, shall not be permitted at any time anywhere on the property. Drainage of any automotive fluids anywhere on the property is prohibited. Car washing is not allowed.

10. LESSOR shall not be liable for any damages arising as a result of towing. LESSEE agrees to indemnify and hold LESSOR harmless for any claims by LESSEE, LESSEE'S guests or invitees for the towing of their vehicles in violation of the rules. LESSEE agrees to pay for said towing and other charges related thereto as additional rent to be paid immediately, and LESSEE acknowledges that it is LESSEE'S responsibility to advise LESSEE'S guests and invites of the proper manner for the parking of their vehicles, inform guests/invitees where the visitor parking areas are located, visitor parking policies, and LESSEE further agrees to determine in each case that they have complied therewith. LESSOR may impose additional parking regulations including the number of vehicles which LESSEE or LESSEE'S guests may park in the parking areas, requiring the use of parking decals on vehicles and for assigned parking spaces. LESSEE will be required to pay a $25.00 replacement fee for the replacement of a lost parking decal hanging tag.

11. LESSEES must exercise due consideration at all hours in the operation of radios, TV, musical instruments, or any other items to ensure that the sound will not disturb others.

12. Feeding of wildlife from the balconies and patios or any other part of the property is prohibited.

13. LESSEE, LESSEE'S immediate family and persons in the Apartment with LESSEE'S consent shall not throw any item over the balcony, including but not limited to lit cigarettes.

14. LESSEES who are moving in or out of the property must do so between the hours of 9:00 am and 7:00 p.m.

15. All door-to-door commercial solicitation is prohibited. Placement of materials on or under the front door is strictly prohibited unless express written permission is granted by the LESSOR. Violations should be reported at once to the Property Manager. If the Intruders should solicit after our office hours, Lessee may call the Police Department. They will kindly escort the intruder away from the property.

16. It is prohibited to litter on the grounds, lawns, parking areas or anywhere else on the property.

17. LESSEE, LESSEE'S immediate family and persons in the Apartment with LESSEE'S consent shall conduct themselves in a manner that does not threaten, harass, bother, unreasonably disturb or annoy LESSEE'S neighbors, LESSOR or LESSOR'S representatives or employees or constitute a breach of the peace, unlawful, disreputable or immoral conduct.

18. LESSEE, LESSEES immediate family, and persons in the Apartment with LESSEE's consent, shall comply with all present and future laws, orders and regulations, including but not limited to any housing, health or safety codes of federal, state, county, and municipal authorities applicable to LESSEE, including without limitation, LESSEE'S obligations under Florida Statutes, Section 83.52. "Conviction of any laws at any time may constitute a violation of this lease and may be grounds for termination."

19. It is prohibited to place or keep any water-filled furniture in the Apartments unless LESSEE has LESSOR'S prior written consent and has provided to LESSOR a flotation insurance policy prepaid for the entire term of the Lease, together with a receipt evidencing payment thereof naming LESSOR and LESSEE against any personal injury or property damage to the Apartment, the property, and any and all persons.

20. LESSEE shall reimburse LESSOR for any damages caused by the escape or overflow of water, due to LESSEE's neglect, whether or not any such water damage is caused from leakage from water filled furniture, any waterbeds, or plumbing fixtures in, on, about the Apartment.

21. Neither LESSEE nor his guests shall at any time keep or store firearms, explosive devices, highly flammable liquids, other dangerous items or substances, gasoline or other combustible materials whatsoever in, on, or about the Apartment, or do anything which would increase the rate of fire insurance up on the Apartment, the property.

22. LESSEE shall not be permitted to use charcoal, gas, or any other type of barbeque grills, except in designated areas.

23. Any LESSEE not showing consideration for other tenants may have privileges revoked.

24. All LESSEES shall keep the Apartment clean and sanitary, remove all rubbish, garbage and other waste matter and place the same in appropriate receptacles. Any LESSEE who violates this trash removal policy shall incur a $75.00 fine for the removal of trash. Any items being placed in the dumpster must fit to allow the cover to close properly. Large items, such as furniture, couches, beds, etc., CAN NOT be placed in the dumpster and cannot be left outside next to the dumpster.

25. LESSEE shall use and operate in a proper and reasonable manner all electrical, plumbing, sanitary, heating, cooling, ventilation, air conditioning, and other such facilities, appliances and equipment. LESSEE shall maintain in a clean and undamaged condition any plumbing fixture, range, refrigerator, dishwasher supplied by LESSOR, and in the event of damage to same or when maintenance is needed, notify LESSOR of such damage or needed maintenance. In the event of such damage due to LESSEE's neglect, LESSEE will pay to LESSOR the cost of repair or replacement, whichever LESSOR deems most applicable. LESSOR shall repair or employ others to repair such appliances and in no event shall LESSEE repair himself or employ others to repair the same.

26. LESSEE shall not destroy, deface damage or remove any part of the Apartment or the lawn, trees, or the shrubbery of the property or any property therein belonging to LESSOR.

27. LESSEE shall keep all woodwork, glass (windows, doors, mirrors and light fixtures) counter top, walls, mini blinds, concrete, hardwood and carpeted flooring in a clean and undamaged condition.

28. LESSEE shall not drive nails (except diagonal picture hooks), drill holes or affix tape or glue to the walls, woodwork or ceilings of the Apartment without first securing the written consent of LESSOR in each and every instant. LESSEE shall upon expiration or termination of the Lease, restore all walls to their condition, existing upon commencement of the Term of this Lease at LESSEE'S sole cost.

29. LESSEE shall not change or alter any lock in or about the Apartment, and shall not install any lock or chain lock to the doors and windows of the Apartment without first obliging the written consent of the LESSOR in each and every instance.

30. LESSEE will be required to pay a $75.00 lock out charge. Payment is due in advance and must be in the form of a money order, cashier's check, or personal check. Only LESSEE(s) whose name appears on the lease will have this service available to them and are further required to provide proper ID.

31. LESSEE shall not paint or make any alteration, additions or improvement of any sort to the Apartment, nor install any equipment without first obtaining the written consent of LESSOR in each and every instance and all of such at LESSOR'S option shall either be surrendered at the termination or expiration of LESSEE's tenancy. Any draperies or other window covering must be white or lined in white so that only white may be seen from the outside of the Apartment.

32. LESSEE, LESSEE's guests or invitees shall not loiter in the hallways, parking areas, or common areas of LESSOR's property, except the recreational areas. The riding of skateboards and bicycles are not permitted on the LESSOR's property. This is to ensure the safety of all LESSEEs, LESSEE's guests and invitees.

33. Lessor strongly urges that Lessee purchases insurance to protect Lessee personal possessions in the event of a loss. The City of North Miami is not responsible for Lessee personal possessions, whether inside Lessee apartment or outside within the property.

LESSEE acknowledges that *he/she* has read, understands, and agrees to abide by the Policies and Procedures as stated above.

DATE: 7/29/2020

LESSEE(S):

DocuSigned by:

x GISETTE MACEAN
Gisette Macean

DocuSigned by:

x Whitney Taylor
Witness By

DS

Lessee's Initials GM _____

PRICE LIST FOR DAMAGES

WALLS

PAINT	
ONE BEDROOM	$175.00
TWO BEDROOM	$200.00
THREE BEDROOM	$250.00
NAIL HOLES (EACH)	$3.00
HOLES UP TO 1’ FT.	$45.00
HOLES AFTER 1’ FT. (ADD)	$20.00
DARK COLORS	$300.00
ONE WALL	$100.00
AFTER ONE WALL ADD	$100.00

CLOSET

CLOSET ROD MISSING	$25.00
SHELF DOWN (REPAIR)	$50.00
BIFOLD DOOR 18”	$85.00
BIFOLD DOOR 24”	$125.00
BIFOLD DOOR 30”	$175.00
BIFOLD DOOR 36”	$220.00
SHELF MISSING (1FT X)	$15.00

BATHROOM

MEDICINE CABINET	$75.00
REPLACE MIRROR (SMALL)	$100.00
REPLACE MIRROR (LARGE)	$150.00
REPLACE CABINET DOORS	$50.00
REPLACE CABINET KNOBS	$25.00
MISSING SHOWER HEAD	$35.00
MISSING TOILET PAPER HOLDER	$10.00
SHOWER BAR MISSING	$30.00
TOWEL BAR MISSING	$20.00
BATHROOM SINK REPAIR (CHIPS)	$25.00
SINK TOPPER	$25.00
SOCKET COVER	$20.00
SINK CLOGGED	$20.00
TUB REPAIR	$250.00
REPLACE TOILET SEAT	$30.00
REPLACE SINK	$95.00

KITCHEN

BURNT TILE	$50.00
CEILING PANEL (BROKEN OR MISSING)	$30.00 EA.
BOARD UNDER SINK (BROKEN OR MISSING)	$50.00
RANGE REPLACEMENT	$350.00
REFRIGERATOR REPLACEMENT	$500.00
MICROWAVE REPLACEMENT	$170.00
REPLACE RANGE HOOD FAN	$100.00
REPLACE MISSING RACK	$75.00
REPLACE BURNERS (SMALL)	$50.00
REPLACE BURNERS (LARGE)	$50.00
DRIP PANS (SMALL)	$10.00 EA.

DS

Lessee’s Initials GM _____

DRIP PANS (LARGE)	$12.00 EA.
BROILER PANS	$40.00
UPPER CABINET	$500.00
BOTTOM CABINET	$500.00
COUNTER TOP	$250.00
REFRIGERATOR DOOR	$150.00
REPLACE DISHWASHER	$275.00
REPLACE CABINET DOOR	$75.00

DOORS

ENTRY DOOR 36”	$250.00
BEDROOM DOOR 34”	$150.00
BEDROOM DOOR 32”	$100.00
BATHROOM DOOR 24”	$85.00
CHANGE ENTRANCE LOCK	$125.00
REPAIR ENTRANCE DOOR	$150.00
REPLACE MAILBOX LOCK	$35.00
MISSING KEYS	$25.00
DOOR FRAME REPLACE/REPAIR	$85.00
REPAIR BOTH DOOR AND FRAME (ENTRANCE)	$350.00
REPAIR BOTH DOOR AND FRAME (INTERIOR)	$230.00
WINDOW BROKEN/REPAIR	$195.00
ALUMINUM SLIDING GLASS DOOR	$300.00
REMOVE TAPE FROM WINDOWS/DOOR	$125.00

ELECTRIC

REPLACE BULB	$10.00 EA
REPLACE SWITCH PLATE	$5.00 EA
REPLACE MISSING OR BROKEN LIGHT GLOBE	$40.00
REPLACE SOCKET PLATE	$5.00 EA

SAFETY

SMOKE ALARM	$65 EA
FIRE EXTINGUISHER	$20

****Please be advised these are the prices for damages to unit above normal wear and tear. Prices are subject to change at any time.**