HOME Investment Partnerships Program
Community Development Block Grant
Coronavirus Relief Fund
Rental Assistance Contract

This Tenant Based Rental Assistance contract (the “Contract”) is entered into between the City of North Miami (“Program Administrator”), YMP Center Court, LLC (“Owner”), and Joequisha Joseph (“Tenant”) as of the “Contract Start Date” as such terms are identified in Exhibit A, Project Specific Information, attached to and incorporated within this Contract.

SECTION 1 – OVERVIEW
This Contract outlines the roles, responsibilities, and obligations of the Program Administrator, Owner, and Tenant under an emergency Tenant Based Rental Assistance (“ETBRA”) Program (the “Program”), as described herein, funded by the City of North Miami (the “PJ”), which is a participating jurisdiction under the HOME Investment Partnerships Program (“HOME”) administered by the United States Department of Housing and Urban Development (“HUD”) pursuant to 24 CFR part 92.

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

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 two (2) months not to exceed Three Thousand Dollars ($3,000.00) 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 December 31, 2020, unless HUD extends the waiver authority provided by the April 10, 2020 Memorandum beyond December 31, 2020, 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: [Signature]

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

h) 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:

<table>
<thead>
<tr>
<th>Name (First, M., Last)</th>
<th>Party to Lease</th>
<th>Minor/Under 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joequisha Joseph</td>
<td>☒</td>
<td></td>
</tr>
<tr>
<td>Giselle Joseph</td>
<td>☐</td>
<td>☒</td>
</tr>
</tbody>
</table>

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: [Signature] Tenant Initials: [Signature]

IWO #20-594 (JLW) Joequisha Joseph
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

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.

<table>
<thead>
<tr>
<th>Owner/Landlord Representative Signature</th>
<th>Saprina Higgins</th>
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</thead>
<tbody>
<tr>
<td>Owner/Property Manager</td>
<td>YMP Center Court, LLC.</td>
</tr>
<tr>
<td>Date: 12/6/2020</td>
<td>Saprina Higgins</td>
</tr>
<tr>
<td></td>
<td>YMP Center Court, LLC.</td>
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<tr>
<td></td>
<td>Owner/Property Manager</td>
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<tr>
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<td>Date: 12/6/2020</td>
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<table>
<thead>
<tr>
<th>Tenant Signature</th>
<th>Joequisha Joseph</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant</td>
<td>Tenant</td>
</tr>
<tr>
<td>Date: 12/9/2020</td>
<td>Joequisha Joseph</td>
</tr>
<tr>
<td></td>
<td>Tenant</td>
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<td></td>
<td>Date: 12/9/2020</td>
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<thead>
<tr>
<th>Authorized Representative Signature</th>
<th>Alberte Bazile</th>
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<tbody>
<tr>
<td>Authorized Representative Signature</td>
<td>Program Administrator</td>
</tr>
<tr>
<td>Date: 12/9/2020</td>
<td>Alberte Bazile</td>
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<tr>
<td></td>
<td>Program Administrator</td>
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<td>Date: 12/9/2020</td>
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Attest: City of North Miami, a Florida Municipal Corporation

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<thead>
<tr>
<th>Approve as to Form and Legal Sufficiency</th>
<th>Jeff P.H. Cazeau, Esq.</th>
</tr>
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<tbody>
<tr>
<td>Approve as to Form and Legal Sufficiency</td>
<td>City Attorney</td>
</tr>
<tr>
<td>Date: 12/9/2020</td>
<td>Jeff P.H. Cazeau, Esq.</td>
</tr>
<tr>
<td></td>
<td>City Attorney</td>
</tr>
<tr>
<td></td>
<td>Date: 12/9/2020</td>
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<thead>
<tr>
<th>Signature</th>
<th>Theresa Therilus, Esq.</th>
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<tr>
<td>Signature</td>
<td>City Manager</td>
</tr>
<tr>
<td>Date: 12/10/2020</td>
<td>Theresa Therilus, Esq.</td>
</tr>
<tr>
<td></td>
<td>City Manager</td>
</tr>
<tr>
<td></td>
<td>Date: 12/10/2020</td>
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<table>
<thead>
<tr>
<th>Signature</th>
<th>Vanessa Joseph, Esq.</th>
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<tbody>
<tr>
<td>Signature</td>
<td>City Clerk</td>
</tr>
<tr>
<td>Date: 12/10/2020</td>
<td>Vanessa Joseph, Esq.</td>
</tr>
<tr>
<td></td>
<td>City Clerk</td>
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<tr>
<td></td>
<td>Date: 12/10/2020</td>
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</table>
# EXHIBIT A: PROJECT SPECIFIC INFORMATION

<table>
<thead>
<tr>
<th>Parties to this Contract</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Program Administrator</strong></td>
<td>City of North Miami</td>
</tr>
<tr>
<td><strong>Owner</strong></td>
<td>YMP Center Court, LLC</td>
</tr>
<tr>
<td><strong>Tenant</strong></td>
<td>Joequisha Joseph</td>
</tr>
</tbody>
</table>

## Contract Dates

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/10/2020</td>
<td>12/31/2020</td>
</tr>
</tbody>
</table>

## Unit & Lease Information

<table>
<thead>
<tr>
<th>Unit (Address and Unit #)</th>
<th>Lease Start Date</th>
<th>Lease End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>14899 NE 18 Avenue, Apt 6-80, North Miami, FL 33181</td>
<td>3/1/2020</td>
<td>3/31/2021</td>
</tr>
</tbody>
</table>

## Contract Rent

| Contract Rent (total due under Lease): | $829.00 per month |

## Rental Assistance

<table>
<thead>
<tr>
<th>Tenant Contribution</th>
<th>Rental Assistance Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ per month</td>
<td>$829.00</td>
</tr>
</tbody>
</table>

## Rental Assistance from Other Programs

Is other rental assistance (e.g. Section 8/State/Local funds) received?  
- [ ] Yes  
- [x] No  
If yes, monthly amount of $0.00 paid to  
- [ ] Tenant  
- [ ] Owner  
(from source):  

## Payment Information

<table>
<thead>
<tr>
<th>Rent Payable to</th>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>YMP Center Court, LLC</td>
<td>4500 N State Road 7, Suite 100, Fort Lauderdale, FL, 33319</td>
</tr>
</tbody>
</table>

## Electronic Payment Instructions

<table>
<thead>
<tr>
<th>Financial Institution</th>
<th>N/A Check will be issued to Landlord/Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routing Number</td>
<td></td>
</tr>
<tr>
<td>Account Number</td>
<td></td>
</tr>
<tr>
<td>Account Holder Name</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B: EXISTING LEASE

{Attach copy of the Lease for the HOME-TBRA assisted Unit}
APARTMENT LEASE CONTRACT

Date of Lease Contract: February 14, 2020

(this lease contract is filled out)

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the lease Contract):

[Signature]

[Signature]

and us, the owner: JMF Center Court, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 6-80 w 14899 NE 18th Avenue.

(address in North Miami Beach (city), Florida: 33181 (ZIP code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above or any of owner's successors in interest or assigns. Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this lease Contract, a separate lease Contract guarantee for each guarantor is attached.

The [ ] Owner or [ ] Manager of these apartments is

[Signature]

whose address is

[Address]

Such person or company is authorized to receive notices and demands in the landlord's behalf.

A lease termination notice must be given in writing Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows:

Notice to the tenant must be delivered to the Resident's address as shown above.

2. OCCUPANTS. The apartment will be occupied only by you and [list all other occupants not signing the lease Contract):

[Signature]

Giselle Joseph

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 days without our prior written consent. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS. The initial term of the lease Contract begins on the 1st day of March, 2020, and ends at 11:59 p.m. the 31st day of March, 2021. This lease Contract will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move-out as required by this paragraph and paragraph 36 (Move-Out Notice). If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 36 (Move-Out Notice), you acknowledge and agree that you may be liable to us for liquidated damages in the amount of $825 per month to one month's rent if we give you the advanced written notice required by Fla. Stat. § 83.575(2).

This liquidated damages amount is exclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during the month-to-month tenancy by giving you no less than 30 days' written notice. You will be required to abide by all written notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 15 days prior to the end of the monthly rental period. If you fail to provide us at least 15 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for the remaining month's rent.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this lease Contract for all residents in the apartment is $725.00 due on or before the date this lease Contract is signed.

Any security deposit or advance rent paid is being held in one of the following three ways as indicated below (Landlord check one option):

[ ] 1. In a separate NON-INTEREST bearing account for your benefit in the following bank:

[bank name]

[bank address]

[ ] 2. In a separate INTEREST bearing account for your benefit in the following bank:

[bank name]

[bank address]

If an interest-bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

[ ] 3. In a commingled account at the following bank:

[bank name]

[bank address]

provided that the landlord posts a security bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of $5 per year simple interest.

© 2019, National Apartment Association, Inc. - 7/2019, Florida
Initiate resident. Resident acknowledges receiving a copy of F.S. 83.49(3)(d) which provides as follows:


IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

You should attempt to informally resolve any dispute before filing a lawsuit. Generally, the party in whose favor a judgment is rendered will be awarded costs and attorney’s fees payable by the losing party.

THE DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 61, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

5. KEYS AND FURNITURE. You will be provided apartment key(s), mailbox key(s), and other access devices for...

Your apartment will be [check one]: furnished or unfurnished. See paragraph 5 (Locks and Latches).

6. RENT AND CHARGES. Unless modified by addenda, you will pay $ [329.00] per month for rent, payable in advance without demand:

□ at the on-site manager’s office, or □ at our online payment site, or □ at...

Prorated rent of $ is due for the remainder of (check one): □ 1st month or □ 2nd month, on

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier’s check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don’t pay all rent on or before the 5th day of the month, you’ll pay an initial late charge of $ 75.00, plus a late charge of $ [36.00] per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month’s rent. You’ll also pay a charge of $ 30.00 for each returned check or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment. If you don’t pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you’ll be delinquent and all remedies under this Lease Contract will be authorized. We’ll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

You and we agree that the failure to pay rent timely or the violation of the above restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations provisions are intended, be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of our damage, administrative expenses, costs, and damages we would incur in such instances.

7. UTILITIES. We’ll pay for the following items, if checked:

□ water □ gas □ electricity □ master antenna
□ wastewater □ trash □ cable TV □ other

You’ll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must notify all utilities to be disconnected— including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident shall not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-orent charges and to rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Florida law.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from [including but not limited to] fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosion, earthquakes, vandalism, theft, hurricanes, and any other thing, which may happen to you or your family occupants or guests during your occupancy. You are required to maintain personal liability insurance during your occupancy.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter’s insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We urge you to get your own insurance for losses to your personal property and/or personal injuries due to theft, fire, rain, flood, hurricane, wind damage, water damage, pipe leaks and the like.

Additionally, you are [check one] required to purchase personal liability insurance □ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

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10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See special provisions on the last page.

See any additional special provisions.

11. EARLY MOVE-OUT. Unless modified by an addendum, if you:
   (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
   (2) move out at our demand because of your default; or
   (3) are judicially evicted.
You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent that they could be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising out of your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. Failure to do so is an automatic breach of this Lease Contract. Unless a written waiver is issued, monetary damages are due because of our negligence or failure to abide by the terms of this Lease Contract.

13. CONTRACTUAL LIEN and PROPERTY LEFT IN APARTMENT. All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien if you fail to purchase or remove your property within 30 days after the notice is given. Removal of delinquent rent or other charges for care of property is required. In case of breach of this provision, the landlord is not required to comply with s. 715.104, BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY, OR POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LEASE CONTRACT, THE TENANT SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

While You're Living in the Apartment

18. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

19. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly.
22. RELEASES OF RESIDENT [Flush text]

23. MILITARY PERSONNEL CLAUSE. Any "servicemember" as defined in Fla. Stat. §823.451(4) and Fla. Stat. §250.05 may terminate his or her tenancy by providing us with ten (10) days notice of termination of tenancy at any time after 30 days after the service member's discharge, transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others’ safety and security, especially in the use of smoke detectors and carbon monoxide detectors, locked deadbolt locks, keyless locking devices, window latches, and other access control devices. Upon termination of your tenancy under this paragraph, the tenant is liable for any pro-rated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of this lease.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute and we'll test and provide maintenance batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors as a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Whether you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or the carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for $100 plus one month’s rent, actual damages, and attorney’s fees. If you disable or damage the smoke detector and carbon monoxide detectors, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We’re not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightening, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, water, sheet, or snow but we may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you’ll be liable for damage to our and other’s property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, theft, suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we’re not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We’re not obliged to furnish
security personnel, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the premises. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We’re not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law enforcement agency’s incident report number upon request.

Fire Protection. Please check only one box: ☐ Fire protection is NOT available or ☑ Fire protection is AVAILABLE. Description of fire protection available (not applicable unless the box is checked):

☐ Sprinkler System in apartment
☐ Sprinkler System in common areas
☐ Smoke detector
☐ Carbon monoxide detector
☐ Fire extinguisher
☐ Other (Describe): ________________________________

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

25. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furnishings as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You’ll be given an inventory and Condition form on or before move in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or altering the common areas. Unless authorized by or at your instruction in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter your property. No holes or stitches are allowed in the outside of the apartment. But we’ll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood paneled walls, unless your rules state otherwise. No water, furniture, washing machines, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or releasing is permitted unless statutory approved or we’ve consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we’ll supply light bulbs for fixtures we furnish, including exterior fixtures open to main inside apartments; after that, you’ll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

Pest Control. We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you’re required to vacate the premises in such extermination, we shall not be liable for damages, but rent shall be abated. If you’re required to vacate in order to perform pest control or extermination services, you’ll be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraph 28 (When We May Enter) of this Lease and 15.53.53 or upon 12 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

Waterbeds. You are allowed to have a waterbed or flotation bed system provided it complies with any applicable building codes and provided that you carry floatation or rental insurance which covers any damage to you as a result of using a waterbed or flotation bed system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—for example, for repairs, installations, services, or security related matters—it must be submitted through either the online tenant/maintenance portal, or signed and in writing and delivered to our designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn’t waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may charge or install utility fees or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We’ll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part. If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

27. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we’ve so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered in the computation of the security deposit. You must notify us by written notice of your intention to remove the animal. You must promptly notify us of your intention to remove the animal. You must promptly notify us of your intention to remove the animal. If you or any guest or occupant violates animal restrictions [with or without your knowledge], you’ll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without your consent), we’ll charge you for the defecating, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney’s fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28 (When We May Enter). We may keep and/or turn over to a humane society or local authority. When keeping or kenneling an animal, we won’t be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We’ll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal’s reasonable care and kenneling charges. We have no lien on the animal for any purpose.
28. WHEN WE MAY ENTER. (If not to Fla. Stat. §83.53, we may enter the dwelling unit at any time... the protection or preservation of the premises, in the case of an emergency, or if you are reasonably withholding consent. If you or any guest or occupant is present, then, repairers, sellers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key for breaking a window or other means when necessary in emergencies). If:

(1) you provide us with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m. and
(2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing or reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noises; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if

your electricity is connected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (you are, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

29. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including delivery of a written request and entry permission) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds and deductions must be made in a reasonable time after the departure of the resident.

30. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

31. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

(1) keep common areas reasonably clean, subject to paragraph 25 (Condition of the Premises and Alterations);
(2) maintain fixtures, furniture, hot water, heating and A/C equipment;
(3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
(4) make all reasonable repairs, subject to your obligation to pay for damages which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

(a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
(b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities; and
(c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continued to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

32. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts due when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

Termination of Rental Agreement - Your Failure to Pay Rent Due. If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written notice specifying the nature of the non-compliance, or the payment of the rent or possession of the premises, we may terminate the lease. Termination of this lease for non-payment of rent, or termination of your possession rights, filling of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Termination of Rental Agreement - Your Failure to Comply with the F.S. 83.52 or Material Provisions of the Lease.

(1) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than that for rent due), the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such notice, you have forty-eight (48) hours to cure the non-compliance.

(2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than that for rent due), the non-compliance is of a nature that YOU SHOULD BE GIVEN an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat some conduct or conduct...
of a similar nature within the (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filling of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn’t release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.52 to recover possession of the dwelling unit, double the amount of rent due for each day that you remain in possession to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; and (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract expiration—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call upon your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal injury damages, the prevailing party may recover from the non-prevailing party attorney’s fees and all other litigation costs. Attorney fees and all other expenses shall be deemed “costs”. Late charges are liquidated damages for our time, inconveniences, and overhead in collecting late rent (but are not for attorney’s fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually.

You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection fees will be added if the delinquency is not paid by that date. If you pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

Choice of Remedies and Mitigation of Damages. If you move out early, you’ll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the apartment on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease, and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate and subsequently lease by sending you written notice of our desire to terminate said subsequent Lease.

Remedies Cumulative. Except where limited or prohibited by law, any remedies not set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

33. MISCELLANEOUS. You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by separate written agreements signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates as actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, fees, or other rights doesn’t a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed.

Exercising one remedy won’t constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, if you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages at lender’s option. All Lease Contract covenants must be performed in the county where this agreement is located.

RADON GAS. We are required by Florida statute 404.956(5) to give the following notification to you. "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 gas and radon testing may be obtained from your county health department.”

WAIVER OF JURY TRIAL. In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.
CONDOMINIUM OR HOMEOWNER ASSOCIATION RULES

To the extent applicable, you acknowledge that you have reviewed, understand, and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

Consent to Solicitation. You hereby expressly authorize us, our representatives(s), and any collective owners or debt collector (hereinafter collectively referred to as the "Authorized Entities") to communicate with you. The communication may be made through any lawful method for any lawful reason related to amounts due and owing under this Lease. You authorize any and all of the communication methods even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address changes.

Obligation to Vacate. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us. Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing, and the resident will contract directly with the cable provider for such services.

FORCE MAJEURE. If we were prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all lessees and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

34. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any check, including cashier's checks or any attempted partial payment of rent or other payments.

35. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

36. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term and Termination Notice Requirements). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 22 - Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 22 (Release of Resident), and/or paragraph 23 (Military Personnel Clause). All notices to vacate must be in writing and must provide the date by which you intend to vacate or intent to move out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

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

38. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

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

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42. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

43. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as part of executing this Lease Contract are binding and are hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

SPECIAL PROVISIONS [CONTINUED FROM PAGE 3] RENT PAYMENTS BY DROP BOX. Residents are advised that the use of the drop box is done at Resident's own risk. Landlord provides this drop box solely as a convenience for Resident. Rent payments deposited in the drop box are not deemed received until actually received and cashed by Landlord. Rent drop box is property of the Landlord and only the Landlord's representatives are authorized to remove any items from this box. Anyone that removes items, vandalizes or tampers with the box will be prosecuted to the fullest extent of the law.
LEASE CONTRACT ADDENDUM
CHOICE OF DAMAGES, EARLY TERMINATION OF LEASE CONTRACT

DWELLING UNIT DESCRIPTION. Unit No. 6-80, 14899 NE 18th Avenue (street address) in North Miami, Florida, 33181 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract Date: February 14, 2020

Owner’s name: YMP Centex Court, LLC

Residents (List all residents):
Joaquina Finch

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

In accordance with Florida Statutes §83.595, in the event you breach the Lease Contract for the dwelling unit, and we have obtained a writ of possession, or you have surrendered possession of the dwelling unit before the lease term expires, or you have abandoned the dwelling unit, you may choose to pay a liquidated damage or early termination fee amount instead of other statutory damages to which we may be entitled. As such, you may elect to pay a fixed amount as specified below under Choice 1 (pursuant to Fla. Stat. §83.595(4)) or you may elect to allow us to charge what is otherwise allowed by statute under Choice 2 (pursuant to Fla. Stat. §83.595(1), (2) or (3)). This choice must be made at the time the Lease Contract is signed. If no choice is made, and you breach the Lease Contract as set forth herein, then we will charge what is allowed by Florida Statutes and the Lease Contract.

Mark only one Choice.

Choice 1

You agree to pay $829.00 (an amount that does not exceed 2 month’s rent) to us as liquidated damages or early termination fee in accordance with Fla. Stat. §83.595(4) if you breach the Lease Contract and we have obtained a writ of possession, or if you have surrendered possession of the dwelling unit before the lease term expires, or if you have abandoned the dwelling unit, or if you elect to terminate the Lease Contract before the lease term expires. You understand and accept this liquidated damage or early termination fee specified herein, which election is made by you at the inception of the Lease Contract.

In the event this Choice 1 is elected, then we are entitled to rent and all other charges (including property damages to the dwelling unit beyond normal wear and tear) accrued through the end of the month in which we retake possession of the dwelling unit, in addition to the liquidated damages or early termination fee amount set forth in this paragraph in accordance with Fla. Stat. §83.596(4). However, we waive the right to seek additional rent beyond the month in which we retake possession.

Choice 2

You do not agree to liquidated damages or early termination fee and you acknowledge that we may seek damages as provided by law in accordance with Florida Statutes §83.595(1), (2) or (3) if you breach the Lease Contract and we have obtained a writ of possession, or if you have surrendered possession of the dwelling unit before the lease term expires, or if you have abandoned the dwelling unit, or if you elect to terminate the Lease Contract before the lease term expires.

In the event this Choice 2 is elected, you may owe future rents as they become due under the lease.

Resident or Residents (All residents must sign here)

[Signature]
3/14/2020
Resident Date

Owner or Owner’s Representative

[Signature]

Date of Lease Contract
February 14, 2020