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 Marie Sylvain and Jermeus Paul (“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: SA

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

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

SECTION 4 – OWNER REQUIREMENTS

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

a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and

b) The Owner will comply in all material respects with this Contract; and

c) The Unit is leased to and, to the best of the Owner’s knowledge, is occupied by the Tenant; and,

d) Owner has taken no action and will not take any action to terminate the Lease and cause the Tenant to vacate the Unit without providing written notice of such action to the Tenant and the Program Administrator; and

e) Other than the Tenant’s Contribution, the Owner has not received and will not receive any payments or other consideration (from the Tenant, HUD, or any other public or private source) for rental of the Unit during the Term of this Contract except as identified in Exhibit A; and

f) To the best of the Owner’s knowledge, the Unit is used solely as the Tenant’s principal place of residence; and

g) The Tenant does not own or have any interest in the Unit; and

h) The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family of the Tenant, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

4.2 Rental Assistance Payments and Overpayment
The right of the Owner to receive payments under this Contract shall be subject to compliance with this Contract’s provisions. The Owner agrees that, absent written notice to the Program Administrator and return of the Rental Assistance Payment, acceptance of the Rental Assistance Payment shall be conclusive evidence that the Owner received the full amount due.
Throughout the term of this Contract, Owner agrees to waive any late fees associated with the Rental Assistance Payment, provided that such payment is issued by the Program Administrator by the agreed upon date.

Owner/Representative Initials: 

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

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

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

Owner/Representative Initials: 

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

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

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

**SECTION 5 – TENANT REQUIREMENTS**

**5.1 Tenant Certification and Representations**

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

a) Tenant has truthfully and fully disclosed all information required by the Program Administrator in Tenant’s application for assistance, including but not limited to disclosure of all household income; and

b) The Unit is the Tenant’s primary place of residence; and

c) Other than the Rental Assistance Payment, the Tenant has not received and will not receive any payments or other consideration (from a federal agency or any other public or private source) for rental of the Unit during the Term of this Contract other than those disclosed to the Program Administrator in the application for assistance or as otherwise required herein; and

d) Tenant has not and will not sublet the Unit, allowed undisclosed persons to occupy the Unit as part of the Tenant’s household; and

e) The Tenant does not own or have any interest in the Unit; and

f) The Tenant (including a principal or interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the Owner’s family, unless the Program Administrator has determined (and has notified the Owner and the Tenant of such determination) that approving assistance to the Tenant, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities; and

g) As of the date of this Contract, the Tenant’s household occupying the unit includes the following members:

<table>
<thead>
<tr>
<th>Name (First, M., Last)</th>
<th>Party to Lease</th>
<th>Minor/Under 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marie Sylvain</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Jermeus Paul</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ciara Paul</td>
<td>XX</td>
<td></td>
</tr>
<tr>
<td>Leysha Paul</td>
<td></td>
<td>XX</td>
</tr>
<tr>
<td>Breiden Paul</td>
<td></td>
<td>XX</td>
</tr>
<tr>
<td>Kevin Sylvain</td>
<td></td>
<td>XX</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]
SECTION 8 – DEFAULT AND ENFORCEMENT

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

a) Any violation of this Contract by the Tenant or Owner; or
b) A determination by the Program Administrator that the Tenant or Owner has committed fraud or made a false or materially incomplete statement in connection with the Program or this Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program; or

c) Any fraud, bribery, or any other corrupt or criminal act by a party to this Contract in connection with any Federal Housing assistance program; or

d) Any determination, in the sole and exclusive judgement of the Program Administrator, that either Tenant or Owner has materially violated the terms of the Lease.

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

a) Terminate the Owner’s or Tenant’s participation in the Program and cancel future payments to or on behalf of the Tenant; or
b) Require the return of payments related to the default made under this Contract; or

c) Apply to any appropriate court, state or federal, for specific performance, in whole or in part, of the provisions and requirements contained herein or for an injunction against any violation of such provisions and requirements; or

d) Apply to any appropriate court, state or federal, for such other relief as may be appropriate and allowed by law, since the injury to the Tenant or Program Administrator arising from a default under any of the terms of this Contract would be irreparable and the amount of damage would be difficult to ascertain.

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

SECTION 9 – MISCELLANEOUS PROVISIONS

9.1 Conflict of Interest
Pursuant to HOME regulations at 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the PJ or the Program Administrator, individually known as a “Covered Person,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who is in a position to participate in a decision-making process or gain inside information
with regard to HOME-assisted activities, is eligible to receive HOME assistance under this Program or to have a financial interest in or obtain a financial benefit from any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Contract or the proceeds from such activities. This provision applies to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the PJ or Program Administrator and for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person.

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

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

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

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

9.3 Entire Contract, Interpretation, and Amendments
a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.

b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted and implemented in accordance with all Program requirements, statutory requirements, and HUD requirements, including the HOME program regulations at 24 CFR part 92 and the April 2020 TBRA Memo. The determination of the Program Administrator, who may seek input from PJ and/or HUD as appropriate, will be final.

c) No changes or amendments may be made to this Contract except those made in writing and signed by all parties hereto.

9.4 Headings and Pronouns
The headings of the paragraphs in this Contract are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used herein shall include the plural and vice versa.
IN WITNESS THEREOF, the Tenant, Owner, and Program Administrator have indicated their acceptance of the terms of this Contract, including the Exhibits hereto, which are incorporated herein by reference, by their signatures below on the dates indicated.

<table>
<thead>
<tr>
<th>Owner</th>
<th>Saprina Higgins</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner/Landlord Representative Signature</td>
<td>YMP Center Court, LLC. Owner/Property Manager</td>
</tr>
<tr>
<td>Date:</td>
<td>12/12/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Marie Sylvain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>12/10/20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Jermeus Paul</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>12/10/20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Administrator</th>
<th>Alberte Bazile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Representative Signature</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>12/13/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attest:</th>
<th>City of North Miami, a Florida Municipal Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approve as to Form and Legal Sufficiency</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>Jeff P.H. Cazeau, Esq. City Attorney</td>
</tr>
<tr>
<td>Date:</td>
<td>12/14/2020</td>
</tr>
</tbody>
</table>

| For: | Theresa Therilus, Esq. City Manager |
| Signature | |
| Date: | 12/14/2020 |

| | Vanessa Joseph, Esq. City Clerk |
| Signature | |
| Date: | 12/14/2020 |
## EXHIBIT A: PROJECT SPECIFIC INFORMATION

<table>
<thead>
<tr>
<th>Parties to this Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Program Administrator</strong></td>
</tr>
<tr>
<td><strong>Owner</strong></td>
</tr>
<tr>
<td><strong>Tenant</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Start Date:</strong> 12/14/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit &amp; Lease Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unit (Address and Unit #):</strong> 14899 NE 18 Avenue, Apt 6-8J, North Miami, FL 33181</td>
</tr>
<tr>
<td><strong>Lease Start Date:</strong> 03/01/2020</td>
</tr>
<tr>
<td><strong>Contract Rent</strong> (total due under Lease): $989.00 per month</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Rental Assistance from Other Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Is other rental assistance (e.g. Section 8/State/Local funds) received?</strong>  ☒ Yes  ☓ No</td>
</tr>
<tr>
<td><strong>If yes, monthly amount of $0.00 paid to</strong> Tenant or Owner from (source):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rent Payable to:</strong> YMP Center Court, LLC</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 4500 N State Road 7, Suite 100, Fort Lauderdale, FL, 33319</td>
</tr>
<tr>
<td><strong>Electronic Payment Instructions</strong></td>
</tr>
<tr>
<td><strong>Financial Institution:</strong> N/A</td>
</tr>
<tr>
<td><strong>Routing Number:</strong></td>
</tr>
<tr>
<td><strong>Account Number:</strong></td>
</tr>
<tr>
<td><strong>Account Holder Name:</strong></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: January 3, 2020

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

James Paul, Marie R. Sylvain

and us, the owner: YMD Center Court, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 6-9J, at 14899 NE 19th Avenue in North Miami, 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 number's successors 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 Guaranty for each guarantor is attached.

The ☐ Owner or ☐ Manager of these apartments is ________________________________________________
whose address is ________________________________________________________________

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):

Kevin Sylvain, Leysha S. Paul, Bradeen K. Paul, Ciara M. Paul

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 16 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 ___ day of March, 2020, and ends at 11:59 p.m. the 28th day of February, 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 vacate 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 shall be liable to us for liquidated damages in the sum of $9387.00 (equal 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 all other damages, including, without limitation, any damages resulting from our inability to rent the property to a new tenant.

Month-to-Month Tenancies: In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15 (Rent Increases and Lease Contract Changes), inclusive of any applicable month-to-month fees and/or premiums. We may increase your rent at any time after the effective date (including during a month-to-month tenancy) by giving you no less than 30 days' written notice. You will be required to abide by all 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. As a result, your lease and tenancy may not end unless and until the landlord gives you at least 15 days' written notice to terminate the tenancy at the end of the monthly rental period. If you fail to provide us at least 15 days' written notice to terminate the tenancy at the end of the monthly rental period, you shall be liable to us for the additional 1 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 $ 300.00 due on or before the date this Lease Contract is signed. Any security deposit or advance rent you 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: ________________ whose address is __________________________ or

☐ 2. In a separate INTEREST bearing account for your benefit in the following bank: ________________ whose address is __________________________

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 paid on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

☐ 1 In a non-credited account at the following bank: ________________ whose address is ________________

provided that the landlord deposits a sum not less than the amount by which the security deposit exceeds a month's rent 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 percent per year simple interest.

© 2019, National Apartment Association, Inc. | 2019, Florida
Page 1 of 9
Initials or Resident. Resident acknowledges receiving a copy of F.S. 83.491(2)(d) which provides as follows:

7. UTILITIES. We'll pay for the following items, if checked:
- water
- gas
- electricity
- master antenna
- wastewater
- trash
- cable TV

You pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow 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 disconnected 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.

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

6. RENT AND CHARGES. Unless modified by addenda, you will pay $---.99 per month for rent, payable in advance and without demand:
- at the on-site manager's office, or
- at our online payment site, or

Prorated rent of $---.99 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 no 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 purpose of collecting payments. 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 or before the 5th day of the month, you'll pay an initial late charge of $---.75, plus a late charge of $---.05 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 $---.50, 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.

We and you agree that the failure to pay rent timely or the violation of the animal 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 to cover 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 the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

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 your personal injury or loss (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosion, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

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. Renters' 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 your 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 require 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 insurable 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 locks(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 damaged or repaired 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.
**1. 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.

1.1. 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.

1.2. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or rental 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 they couldn’t be mitigated by your action or inaction. You’ll defend, indemnify, and hold us harmless from all liability arising from 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. **Unless the damage or wastewater stoppage was due to your negligence, we’re not liable for, and you must pay for—repairs, replacement costs, and damage, to the following that result from your or your invitees, guests, occupants, or any others’ negligence or intentional acts:** (1) damage to doors, windows, or screens; (2) damage from winds or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

We may require payment at any time, including advance payment of repairs for which you’re liable. Delay in demanding sums you owe is not a waiver.

1.3. 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 at the time you surrender possession or abandon the premises. For this purpose, “apartment” includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storage space for your personal use.

Removal After Surrender or Abandonment. We or law officers may, at our discretion, remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender or are judicially evicted, or abandon the apartment (see definitions in paragraph 41. Deposit Return, Surrender, and Abandonment).

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 of possession of the dwelling unit due to the death of the last remaining tenant, as provided by Chapter 83, Florida Statutes, the landlord shall not be liable or responsible for storage or disposition of the tenant’s personal property.

1.4. 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.

1.5. 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 in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow hikens, skateboards, or other similar objects in the passageways. Any swimming pools, spas, tanning beds, exercise rooms, storage rooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not use gas appliances or use kerosene heaters without our prior written approval; cook on balconies or outside;

© 2019, National Apartment Association, Inc. - 7/2019, Florida

Page 3 of 9
or solicit business or contribute to any kind of business (including child care services) ... apartment or in the apartment community's common areas—except in any lawful business conducted "at home" by computer, mail, or telephone is permissible if it is customary, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of future movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities. Behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disturbing our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction), storing anything in sheets having gas appliances, tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents; occupants, guests, or invitees; or any other person on the premises. You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests, or invitees; or any other person on the premises. If requested by us, you agree to conduct all further business with us in writing. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law.

21. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

(1) has a flat tire or other condition rendering it inoperable, or
(2) is on jacks, blocks, or has removable wheels,
(3) has no current license plate or no current registration and/or inspection sticker, or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or abandoned the apartment or

(6) is parked in a marked handicap space without the legally required handicap insignia, or
(7) is parked in space marked for manager, staff, or guest at the office or
(8) blocks another vehicle from exiting; or
(9) is parked in a tire lane or designated "no parking" area; or
(10) is parked in a space marked for other resident(s) or unit(s); or
(11) is parked on the grass, sidewalk, or patio; or
(12) blocks access to a dumpster or

(13) belongs to a resident and is parked in a visitor or retail parking space.

22. RELEASE OF RESIDE. If you're entitled to terminate your tenancy under paragraph 10 (Special Provisions), 16 (Delay of occupancy), 18 (Warrant of eviction), 20 (Notice to vacate), 26 (Move-Out Notice), or any separate addendum, you won't be released from this Lease Contract for any reason—including but not limited to involuntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reclassification, loss of co-residents, loss of employment, bad health, or death.

23. MILITARY PERSONNEL CLAUSE. Any "servicemember" as defined in Fla. Stat. §34.05(14) and Fla. Stat. §250.01 may terminate his or her tenancy by providing us with written notice of termination to be effective on the date stated in the notice that is at least 30 days after our receipt of the notice if the criteria as specified in Fla. Stat. §34.05(14) are met. Your notice to us must be accompanied by either a copy of the official military orders or a written certification signed by the servicemember's commanding officer.

After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident is a dependent of a servicemember covered by the U.S. Servicemembers Civil Relief Act, your tenancy may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. Upon termination of your tenancy under this paragraph, the tenant is liable for prorated 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 Contract. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this paragraph.

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 smoke detectors, monoxide detectors, keyed deadbolt locks, keyless boating devices, window latches, and other access control devices. Upon termination of your tenancy under this paragraph, the tenant is liable for prorated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of the lease.

Smoke Detectors and Carbon Monoxide Detectors. We will furnish smoke detectors and carbon monoxide detectors only if required by statute and we will test them and provide working batteries when you first take possession. After that, you must test the smoke detector(s) and the carbon monoxide detector(s) on 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. Neither 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 are not liable to any resident, guest, or occupant for personal injury or damage to or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to person to prevent personal injury or damage 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 guards, 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 property. 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 our 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
- ☐ 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 roof, walls, windows, 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 furniture 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 or on 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 a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter your property. No holes or stickers are allowed inside or outside the apartment. We'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of paneled walls. Unless our rules state otherwise. No water services, washing machines, additional phone or TV-cable outlets, alarm systems, or locks, additions, or rekeying is permitted unless centrally located or we've consented in writing. We may install a satellite dish or antenna, as required, and we'll provide you with 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, furnaces, telephones, and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, excluding exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or additions to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

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 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 a general security deposit. You must remove an unauthorized animal within 30 days of written notice from us, or you will be considered in default of this Lease Contract. We will authorize assistance animals needed because of a disability for you, your guests, and occupants pursuant to the parameters and guidelines established by federal, state, and local Fair Housing laws. We may require a written statement from a qualified professional verifying the need for the support and/or service animal. You must not feed stray or wild animals.

If you do not provide access to the premises, or if you are not present when we enter, the animal or its owner shall be considered to be a trespasser, and we may enter the premises at any time and without notice. We reserve the right to remove any unauthorized animal at any time and without notice. If we remove an unauthorized animal, we will provide you with a written notice of the date and time of removal. We will not be responsible for any injury or damage sustained by the animal while in our possession.

If you have any questions or concerns, please contact us at 1-800-555-1234. Thank you for choosing our apartment community.
28. WHEN WE MAY ENTER. We may enter the dwelling unit at any time if the preservation or protection of the premises, in the case of an emergency, or if you are unreasonably withholding consent. If a person or any guest or occupant is present, then the landlord, their agents, service providers, contractors, or representatives may 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 (or by breaking a window or other means when necessary in emergencies) if:

1. we provide you with written notice to enter at least 30 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and

2. if your duplicating of your request, making repairs or replacements; estimating repair or rehabilitating costs; performing pest control; doing preventive maintenance; changing lights; testing of smoke detectors and carbon monoxide detectors; replacing unsecured tools; equipment or appliances; preventing waste of utilities; exercising your contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if

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

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;

4. make all reasonable repairs, subject to your obligation to pay for damages that you are liable for.

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

1. you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or 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;

2. 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;

3. 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 continue 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 that you owe 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 you are arrested or convicted 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 (6) any illegal drugs or paraphernalia are found in your apartment.

your electricity is interrupted; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediately dangerous to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartments 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 landlords, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

70. JOLT AND SUBSTANTIAL 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 late notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including late notices, repair and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security deposit refunds and deduction itemizations of multiple residents will comply with paragraph 31 (Deposit Return, Surrender, and Conversion).
of a similar nature within \( j(12) \) 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 right, 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. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and due to our costs in doing so; (3) we may refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—up to one month from the date of notice of Lease Contract extension—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 you on 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’s 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, inconvenience, and risk of collecting late rent (but are not for attorney’s fees, … interest, etc.). 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 agency fees will be added if you don’t 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 pay our entire (1) (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 relet 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 to relet the premises on your behalf. We are not required to make an election of which remedies we choose to pursue our 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 said subsequent 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 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 us in addition to the information contained in this Lease Contract or by a separate written agreement 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 representations 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 deposits 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 representatives will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, items, or other rights isn’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, we agree we will, unless you ask us to, and you 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 liability and 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 other language that you read or speak. All provisions regarding our liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate and superior to existing and future recorded mortgages, at lender’s option. All Lease Contract obligations must be performed in the county where the apartment is located.

RADON GAS: We are required by Florida Statute 404.056(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.
CONDOMINUM OR HOME OWNERS ASSOCIATION RULES:
In the event applicable, you acknowledge that you have reviewed, understood and will abide by any Condominium or Home Owners 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 representative(s), and any collection agency 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 receive a few or a request for such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion. You affirmatively state that you are not a criminal sex offender.

Obligation to Vacate. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intend to move out in accordance with the Lease Term paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property from or 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 cable with the cable provider for such services.

FORCE MAJEURE: If we are 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 leases 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 third party 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 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 Addendum). All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term and Termination Notice Requirements), even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the "Holdover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.

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 deposits 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 and 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, pools, balconies, garages, carpets, 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 returning or accounting.

---

© 2019, National Apartment Association, Inc. - 7/20/19, Florida
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 a 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.

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

**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.

---

**Resident or Residents (all sign below)**

**Owner or Owner's Representative (signing on behalf of owner)**

Address and phone number of owner's representative for notice purposes

North Miami, FL 33181

(305) 357-7272

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

01/03/2020