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 Y. Similien, Glenford Similien & Rodlin Similien (“Tenants”) as of the “Contract Start Date” as such terms are identified in Exhibit A, Project Specific Information, attached to and incorporated within this Contract.

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

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

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: [illegible]

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 Similien</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>Glenford Similien</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>Rodlin Similien</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]
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/Landlord Representative Signature</th>
<th>Owner</th>
<th>Saprina Higgings</th>
<th>YMP Center Court, LLC</th>
<th>Owner</th>
<th>Date: 11/23/2020</th>
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<tbody>
<tr>
<td>Signature</td>
<td>Tenant</td>
<td>Marie Y. Similien</td>
<td>Tenant</td>
<td>Date: 11-23-20</td>
<td></td>
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<tr>
<td>Glenford Similien</td>
<td>Tenant</td>
<td>Glenford Similien</td>
<td>Tenant</td>
<td>Date: 11-20-20</td>
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<tr>
<td>Signature</td>
<td>Tenant</td>
<td>Rodlin Similien</td>
<td>Tenant</td>
<td>Date: 11-20-20</td>
<td></td>
</tr>
<tr>
<td>Authorized Representative Signature</td>
<td>Program Administrator</td>
<td>Alberthe Bazile</td>
<td>Tenant</td>
<td>Date: 11/23/2020</td>
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Attest:

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<tr>
<th>Approve as to Form and Legal Sufficiency</th>
<th>City of North Miami, a Florida Municipal Corporation</th>
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<tbody>
<tr>
<td>Signature</td>
<td>Jeff P.H. Cazeau, Esq. City Attorney</td>
</tr>
<tr>
<td>Date</td>
<td>11/23/2020</td>
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| Signature                               | Theresa Therilus, Esq. City Manager                  |
| Date                                    | 11/24/2020                                           |

| Signature                               | Vanessa Joseph, Esq. City Clerk                      |
| Date                                    | 11/24/2020                                           |

IWO #20-594 (JLW)
## EXHIBIT A: PROJECT SPECIFIC INFORMATION

<table>
<thead>
<tr>
<th>Parties to this Contract</th>
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<tbody>
<tr>
<td><strong>Program Administrator</strong></td>
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<tr>
<td><strong>Owner</strong></td>
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<tr>
<td><strong>Tenant</strong></td>
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<tr>
<th>Contract Dates</th>
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<tbody>
<tr>
<td><strong>Contract Start Date:</strong></td>
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<td><strong>Contract End Date:</strong></td>
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<tr>
<th>Unit &amp; Lease Information</th>
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<tbody>
<tr>
<td><strong>Unit (Address and Unit #):</strong></td>
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<tr>
<td><strong>Lease Start Date:</strong></td>
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<tr>
<td><strong>Lease End Date:</strong></td>
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| Contract Rent (total due under Lease): | $1,109.00 per month |

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<tr>
<th>Rental Assistance</th>
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<tbody>
<tr>
<td><strong>Tenant Contribution:</strong></td>
</tr>
<tr>
<td><strong>Rental Assistance Payment:</strong></td>
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<table>
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<tr>
<th>Rental Assistance from Other Programs</th>
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<tbody>
<tr>
<td><strong>Is other rental assistance (e.g. Section 8/State/Local funds) received?</strong></td>
</tr>
<tr>
<td><strong>If yes, monthly amount of $0.00 paid to</strong></td>
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</tbody>
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<tr>
<th>Payment Information</th>
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<tbody>
<tr>
<td><strong>Rent Payable to:</strong></td>
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<tr>
<td><strong>Mailing Address:</strong></td>
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<td><strong>Electronic Payment Instructions</strong></td>
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EXHIBIT B: EXISTING LEASE

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

Date of Lease Contract: March 5, 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):

Marie Y. Similien, Glenford Similien, Rodlin Similien

and us, the owner: YMP Center Court, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 5-308 at 14697 NE 18th Avenue

(street address) in North Miami (City, Florida 33161 (zip code) (the "dwelling unit" or the "premises") 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 owner of successor's in interest or assign). 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 ____________________________

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 by you and (list all other occupants not signing the Lease Contract):

________________________________________

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 May 2020 and ends at 11:59 p.m. the 30th day of April 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 47 (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 47 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of $ _______ (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 insufficient notice under this paragraph and paragraph 47 (Move-Out Notice), and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 60 days before the end of the lease term if the lease will not be renewed.

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 change your rent at any time thereafter 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. 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 an 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 $750.00 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:

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 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:

whose address is ____________________________

provided that the landlord posts a surety 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 percent per year simple interest.
initials of resident. resident acknowledges receiving a copy of P.S. 85-49(3)(d) which provides as follows:

Your lease requires payment of certain deposits. the landlord may transfer, advance rents to the landlord's account as they are due and without notice. when you move out, you must give the landlord your new address so that the landlord can send you notices regarding your deposit. the landlord must mail you notice within 30 days after you move out, of the landlord's intent to impose a claim against the deposit, if you do not reply to the landlord stating your objection to the claim within 15 days after receipt of the landlord's notice, the landlord will collect the claim and must mail you the remaining deposit, if any.

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 fees payable by the losing party.

This disclosure is basic. please refer to part i of chapter 83, florida statutes, to determine your legal rights and obligations.

5. keys. you will be provided ___ apartment key(s), ____ mailbox key(s), ____ FOB(s), and/or ____ other access device(s) for access to the building and amenities at no additional cost at move-in. if the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. rent and charges. unless modified by addenda, you will pay $ 1109.00 per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
- at our online payment site, or
- at

Prorated rate of $ 1109.00 is due for the remainder of [check one] 1st month or [check one] 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 purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. you 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 a late charge. your late charge will be [check one] $ 75.00 or [check one] % of your total monthly rent payment. you'll also pay a charge for [check one] $ 35.00 for each returned check or rejected electronic payment, plus a late charge. 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... 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.

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 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 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 ordinances. 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-rent 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, explosions, 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. 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 require ___ to not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. if no box is checked, renter's insurance is not required.

Additionally, you are [check one] ___ required to purchase personal liability insurance ___ to not require 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 repairs or replacing a device which was misplaced 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 renounce all rights in the property; 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 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 is due to our 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, or occupants’ negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (2) damage from wastewater stoppages caused by improper devices or 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.

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 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 storerooms for your exclusive use.

   Removal After Surrender or Abandonment. We or our officers may, at our discretion, remove, dispose 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, are judicially evicted, or abandon the apartment (see definitions in paragraph 52 (Surrender and Abandonment)).

   THE LANDLORD IS NOT REQUIRED TO COMPLY WITH §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.

   Storage. We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We’re not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

14. FAILING TO PAY RENT. If you don’t pay the first month’s rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney’s fees, court costs, and other lawful charges.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 2 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 47 (Move-Out Notice).

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

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

   (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident’s holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

   (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later.

   The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. AD VALOREM TAXES/FEES AND CHARGES—ADDITIONAL RENT. Unless otherwise prohibited by law, if, during the term of this Lease, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the dwelling unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the dwelling unit, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise, or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.
19. 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.

20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your parking 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 bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community; use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You will be liable to us for damage caused by you or any guests or occupants.

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 other 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.

21. 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 safety, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting 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 the apartment community (regardless of arrest or conviction); storing anything in closets 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 or 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.

22. 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:

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or
(3) has no current license plate and 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 fire lane and 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 garbage trucks from access to a dumpster; or
(13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you’re entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Personnel Clause), 32 (Responsibilities of Owner), 47 (Move-Out Notice), or by separate addendum, you won’t be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal, transfer, voluntary or involuntary job transfer, marriage, separation, divorce, conciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member’s Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. 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, keyless deadbolt locks, keyless bolting 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 detectors and the carbon monoxide detectors 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 other's may disable either the smoke detectors or the carbon monoxide detectors. If you disable or damage the smoke detectors or the carbon monoxide detectors, or fail to replace a dead battery or fail to report malfunctions to us, you will be liable to us and others for any loss, actual damages, fines imposed by any state or local agencies or municipalities, attorney fees and costs.

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, lightning, wind, explosions, earthquakes, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, water, sleet, or snow on your property. You must maintain the heat in your apartment; you'll be liable for damage to our and our 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 immediately to call local medical emergency, fire, or police persons in case of accident, fire, smoke, or suspected criminal activity or other emergency involving immediate 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 lighting, security gates or fences, or any 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 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 extinguishers
☐ 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, external 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 created 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.

26. 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 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 our property. No holes or stickers are allowed inside or outside 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 our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed 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, furnishing, 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 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 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 are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will 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 29 (When We May Enter) of this Lease and P.S. 83.53 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, vermin, or other pests. You agree to pay the costs of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. If you or any occupant needs to send a notice or request—for example, for repairs, installations, services, or any building, housing, or health code-related matters—it must be sent in writing through either the online tenant/maintenance portal or sent 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 change or install utility lines or equipment serving the apartment if the work is reasonably necessary for 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 reconnects. 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.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we’ve so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered to be in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals. 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 our consent), we’ll charge you for cleaning, defecation, deodorizing, and sanitizing (Initial and daily cleaning 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, (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for lost, stolen, sick, or the 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.

29. WHEN WE MAY ENTER. Pursuant to Fla. Stat. §83.53, we may enter the dwelling at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicemen, contractors, your 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 (or by breaking a window or other means when necessary in emergencies) if:

1. we provide you 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 a 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, reconnecting, or replacing appliances, furniture, equipment, or acc."

trol devices; removing 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 your electricity is disconnected; 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 (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing a prospective tenant to the premises (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.

30. 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 (excluding notices of lease termination, repair requests, 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 deduction itemizations of multiple residents will comply with paragraph 52 (Deposit Return, Surrender, and Abandonment).

Replacements

31. 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 a Lease Contract with us 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.

Responsibilities of Owner and Resident

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

1. keep common areas reasonably clean, subject to paragraph 26 (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 for 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 have 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;

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 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.

33. 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 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-ordered legal holidays, after delivery of a written demand for payment of the rent or possession or the premises, we may terminate the rental agreement. 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 does not release you from liability for future rent or other lease obligations.

Termination of Rental Agreement - Your Failure to Comply with 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 failure to pay rent due), and the noncompliance 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 a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises.

Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.

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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. Any 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 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; 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 premises on your behalf. We are not required to make an election of which remedies we choose to pursue or 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 retain the 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

34. ENTIRE AGREEMENT. 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 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 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.

35. NO AUTHORITY TO AMEND UNLESS IN WRITING.

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.

36. NO WAIVER.

No action or omission of our representative 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.

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43. 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 cable and the resident will contract directly with the cable provider for such services.

44. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by 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.

45. 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 Left In Apartment) 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 receipt from you. After the due date, we will 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.

46. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Term or a renewal of this Lease Term, 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.
for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for any charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date.

52. SURRENDER AND ABANDONMENT.

Surrender. You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid.

Abandonment. As set forth in Fla. Stat. s. 83.59(3)(c), in the absence of actual knowledge of abandonment, it shall be presumed that you have abandoned the apartment if you are absent from the apartment for a period of time equal to one-half the time for periodic rental payments; however, this presumption does not apply if the rent is current or you have notified us, in writing, of an intended absence.

Severability, Signatures, Originals and Attachments

53. 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.

54. 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, 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. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

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

Resident or Residents (all sign below)

[Signature]

[Signature]

[Signature]

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

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

14797 NE 18th Ave.

North Miami, FL 33181

(305) 957-7272

Name and address of loss control service (if applicable)

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

03/05/2020

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) 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.
DEFINITION ANNEX TO APARTMENT LEASE

1. Landlord: Center Court, LLC.

2. Landlord’s Representative: The management company which manages the Community for Landlord. Landlord’s Representative is Landlord’s agent.

   Landlord’s Address: 14797 NE 18th Avenue, North Miami, FL 33181
   Resident(s) Marie Y. Similien, Glenford Similien & Rodlin Similien

   (1) Resident’s Address: 14697 NE 18th Ave. #308
       North Miami, FL 33181

3. Additional Residents:

4. Community: Center Court Apartment Homes

5. Apartment Home: Center Court

6. Lease Start Date: May 1, 2019

7. Lease End Date: April 30, 2020

8. Deposit: $250.00

   A/Vanna Deposit: $0 (if applicable)

9. Rent: $1105.00 per month

10. Late Charges Date: The 5th day of the month.

After the third if the rent is not received there will be an additional $50.00 per day until payment is paid in full.

11. Late Charge: $75.00 considered as additional rent

12. NSF Charge: $35.00 considered as additional rent

13. Relief Charge: 100% of One month’s Rent.

14. Pest Control: Resident shall pay Landlord upon demand for pest control as additional Rent. (check as applicable):

   ☐ Yes ☒ No only if apartment is kept dirty.

15. Vehicle Make & Model:

16. License Plate: State:

   Registration:

   Insurance: Policy #:

Include: Copy of registration; Copy of Insurance ID Card

ADDITIONAL DEFINED TERMS

1. Definition Annex: This Definition Annex to Apartment Lease.

2. Additional Live-In Resident: A person who is under 18 years of age, or has a legal guardian, at the time of the Lease Start Date or when the applicable Renewal Term begins, as identified in Resident’s rental application or as subsequently changed with the prior written consent of Landlord.

3. Lease Term: The term beginning on the Lease Start Date and ending on the Lease End Date. The Lease Term also includes any Renewal Term, or other extension of the Lease. Notwithstanding anything in this Lease to the contrary, the Lease Term shall not exceed 29 years.

4. Common Areas: All parking lots, driveways, walkways, passageways, landscaped areas, laundry rooms, recreational areas and other areas and facilities available for common use by residents.

5. Community Rules: Any and all written Community policies, rules or procedures, all of which shall be considered part of this Lease.

6. Landlord’s Related Parties: Collectively, Landlord, Landlord’s Representative and the respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives of Landlord and Landlord’s Representative.

7. Resident Parties: Resident, Additional Live-In Residents and their guests and invitees.

8. Rent Concession: Any rent or similar concession, whether by free rent, partially abated rent, reimbursed expenses, waived fees or otherwise.

9. Losses: Any claim, action, lien, liability, fine, damages, injury (whether to person or property or resulting in death), cost or expense, including reasonable attorneys’ fees (including in-house counsel and appeal).

10. Claim: Any claim for relief, including any alleged damages, whether accrued, contingent, inchoate or otherwise, suspected or unsuspected, raised affirmatively or by way of defense or offset.

11. Enforcement Costs: Landlord’s costs of enforcing the terms of this Lease and of collection, including collection agency costs, litigation costs, and reasonable attorneys’ fees (including in-house counsel and appeal), whether or not a lawsuit is brought.

12. Non-Rent Defaults: Defaults under this Lease, other than the failure to pay rent or other amounts due under this Lease that are considered “Rent” by applicable law or under this Lease.

13. Rent Damages: Rent due and owing, the Late Charge, and Enforcement Costs.

14. Rent Default Termination Damages: The total sum of the Rent Charge, 2 months Rent, the cash value of any Rent Concession and the Enforcement Costs.

Attachments:

☐ Appliance Addendum ☐ Change in Resident Addendum
☐ COLA Addendum ☐ Community Policies
☐ Concession Addendum ☐ Good Neighbor Commitment
☐ Guarantor Addendum ☐ Local Law Addendum
☐ No COLA Addendum ☐ Parking Space Addendum
☐ Pet Addendum ☐ Renewal Addendum
☐ Storage Addendum ☐ Other:

(Florida - Rev. 01/2006)
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Landlord's costs and expenses necessarily incurred as a result of Resident's failure to pay, (including the last time value of monies owed and employee time and other costs associated with tracking late amounts, giving notice of late amounts and other collection-related activities). The Late Charge does not constitute a waiver by Landlord of Landlord's remedies or of the due date of the payment of Rent and other amounts.

C. Returned Checks or Rejected Credit Card Payment. If a check from Resident is returned to Landlord by a bank or other entity for any reason, or if any credit card or debit card payment from Resident to Landlord is rejected, then:

(i) Resident shall pay to Landlord the NSF Charge;

(ii) Resident shall pay to Landlord the Late Charge from the initial date due until the Rent and other amounts are paid in full;

(iii) Landlord retains all other rights and remedies under this Lease for default; and

(iv) Landlord reserves the right to refer the matter for criminal prosecution.

D. Rent Concession. If Landlord provides a Rent Concession, such Rent Concession is not a waiver by Landlord of its right to collect the full Rent due under this Lease for any other month. If Landlord provides a Rent Concession and Resident subsequently defaults under this Lease or terminates early, Resident shall immediately pay Landlord the cash equivalent value of the entire Rent Concession (in addition to any other damages or amounts owing under this Lease arising from such default or early termination) unless such Rent Concession otherwise is forgiven by Landlord.

E. Fees. Landlord may charge reasonable fees for the use of the Community's facilities, equipment and services, such as fitness rooms, swimming pools and community rooms. All such fees shall be considered "Rent" if not paid when due.

F. Taxes. If any sales, use, excise, gross receipts or similar taxes are imposed on any fees or charges that Resident is required to pay under this Lease, Resident shall pay such tax to Landlord upon receipt of a bill from Landlord.

G. Application of Funds Received. Resident's right to possess the Apartment Home and all of Landlord's obligations under this Lease are expressly contingent on the timely payment of Rent and other amounts due under this Lease. Except as otherwise stated in this Lease, all funds received by Landlord (including the Deposit) shall be applied first to amounts that are not considered "Rent" by this Lease or applicable law, then to delinquent Rent and then to current Rent.

4. SECURITY DEPOSIT

A. Deposit. Resident shall pay the Deposit to Landlord before the Lease Start Date. If Resident does not pay the Deposit to Landlord before the Lease Start Date, Landlord may declare this Lease null and void and of no force or effect. The Deposit is not advance rent and cannot be applied to Rent by Resident.

B. Use of Deposit. Landlord can use the Deposit for unpaid Rent or other charges and Losses that are the Resident's responsibility beyond normal wear and tear. However, Landlord shall not be limited to or required to so apply or retain the whole or any portion of the Deposit, and on the contrary, may look to Resident directly and independently for reimbursement for any Losses by Resident or for payment of delinquent Rent or other charges. If Landlord uses a portion of the Deposit for Rent or charges, Resident shall immediately pay to Landlord an amount to bring the Deposit back to the full amount.

C. Refund of Deposit. When Resident moves out, Landlord will prepare a list of charges for damages and any unpaid Rent. Landlord can deduct the charges in Section 4.B., if any, from the Deposit and will return the balance with any interest due to Resident, along with the itemized list of deductions, within 30 days after Resident's surrender or abandonment of the Apartment Home. Each Resident must give Landlord written notice of Resident's new address or

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(vi) Resident shall maintain all mechanical rooms located in the Apartment Home in compliance with applicable laws.

(vii) If the Apartment Home contains a "Stove Top Fire Stop" or similar canister above the stove, Resident shall be liable for any Loss related to such "Stove Top Fire Stop" or similar canister and shall pay Landlord $75 for each canister damaged, replaced or not in working order. Resident shall notify Landlord immediately if any canister is missing or appears damaged.

(viii) Upon taking possession of the Apartment Home, Resident shall confirm that the smoke detector is in good working order, and Resident shall maintain the smoke detector through the Lease Term.

C. No Alterations. Resident shall not make any alterations, improvements, or installations to the interior or exterior of the Apartment Home, (including, wallpapering, contact paper, cork boards, mirrored squares, painting, awnings, window guards, shelves, screen doors, carpeting, alarm systems, electrical systems, telephone, computer, cable television outlets, shower head devices, washers, dryers (portable or otherwise), fans, heaters, or air conditioners) without the prior written consent of Landlord. Resident may place a reasonable number of small holes in sheetrock walls and in the grooves of wood paneling to hang pictures. If Landlord permits Resident to install a washer, dryer or other appliance,

(i) Landlord may require Resident to permit Landlord to install the same (to pay Landlord the reasonable costs of installation),

(ii) Landlord may require the use of non-burstable hoses,

(iii) Landlord may require Resident to carry Renter's Liability Insurance with a minimum of $10,000 per occurrence and $500 deductible, with Landlord named as an additional insured, and

(iv) Resident shall be liable for any Losses related to the use or presence of such appliance.

Resident shall be liable for all damage caused by any personal property or appliances permitted by Landlord. Resident shall not remove Landlord's fixtures, equipment, monitoring devices, or electronic alarm systems for any reason. If Resident makes any improvements to the Apartment Home (with or without Landlord's consent), such improvements shall, at the option of the Landlord, become the property of Landlord.

D. Alterations for Disability. If a Resident or Additional Live-In Resident is disabled, Resident may, at Resident's expense, make reasonable modifications to the Apartment Home to accommodate such disability only after requesting and receiving prior written consent of Landlord. Landlord's consent may be withheld in Landlord's reasonable discretion and may be reasonably conditioned upon Resident agreeing to restore the interior of the Apartment Home to the condition that existed before modification, reasonable wear and tear excepted.

E. Water Furniture. Resident shall not place any water furniture in the Apartment Home, except that Resident may place a water bed in the Apartment Home after Resident has provided evidence to Landlord of renter's insurance that covers any property damage related to the water bed. The insurance shall

(i) be in a minimum amount of $100,000 per occurrence;

(ii) have a deductible of no more than $500;

(iii) be written by an insurance company licensed to write insurance in the jurisdiction in which the Community is located;

(iv) name Landlord as an additional insured;

(v) provide that it cannot be cancelled, amended or non-renewed without at least 30 days prior written notice to Landlord;

(vi) provide a waiver of subrogation with respect to Landlord; and

(vii) be primary to any insurance carried by Landlord. Resident shall maintain such insurance in effect for so long as the water bed is in the Apartment Home.

Resident shall be liable for any Loss and shall indemnify and hold harmless Landlord with respect to the water bed. The presence of the insurance does not relieve Resident of any liability with respect to the water bed.

F. Signal Reception Devices. Resident may install signal reception devices (a "satellite dish or antenna") used to receive direct broadcast satellite services, receive or transmit fixed wireless signals via satellite, receive video programming services via multipoint distribution services, receive or transmit fixed wireless signals other than via satellite, and/or receive television broadcast signals at the Apartment Home, subject to the following conditions:

(i) A satellite dish or antenna may not be installed by Resident if the service received by such satellite dish or antenna is available to Resident through the building's master antenna system (if installed) at a cost comparable to the cost of Resident's proposed individual service.

(ii) A satellite dish or antenna may not exceed one meter (3.3 feet) in diameter.

(iii) The location of the satellite dish or antenna is limited to inside the Apartment Home or on a balcony or balcony railing, patio or terrace that is under the exclusive control of Resident. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or Common Area or in an area that other residents are allowed to use.

(iv) Resident's installation (a) must comply with reasonable safety standards; (b) may not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties; (c) may not be connected to Landlord's telecommunications systems; and (d) may not be connected to Landlord's electrical systems except by plugging into a 110-volt duplex receptacle. Installation must be in accordance with all applicable federal, state and local laws and in a manner that will not damage the Apartment Home.

A satellite dish or antenna that is placed in a permitted outside area, must be safely secured by one of three methods: (x) securely attaching it to a portable, heavy object such as a small slab of concrete; (y) clamping it to a part of the building's exterior that lies within the Resident's Apartment Home (such as balcony or patio railing without protruding over the railing); or (z) any other methods approved by Landlord. No other methods of attachment are allowed. Landlord may require reasonable screening of the satellite dish or antenna that does not impair reception or transmission.

(v) Resident may not damage or alter the Apartment Home and may not drill holes through outside walls, door jambs, windowsills and the like. If Resident's satellite dish or antenna is located outside the Apartment Home (such as on a balcony or patio) the signals received by it may be transmitted to the interior of Resident's Apartment Home only by the following methods:

(a) running a flat cable under a door jamb or window sash in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window;

(b) running a traditional or flat cable through a pre-existing hole in the wall that will not need to be enlarged to accommodate the cable;

(c) connecting cables through a window pane similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window, without drilling a hole through the window;

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the presence of mold. Upon Resident's breach of any provision of this section, Landlord may terminate this Lease, evict Resident immediately and exercise all other remedies for breach of this Lease.

(iv) If (a) Resident has made a good faith written report to the Community manager of an actual mold problem in Resident's Apartment Home, and (b) within 5 days after such report Landlord has not (I) taken any action to inspect or remediate mold in Resident's Apartment Home, or (II) given Resident a plan of remediation for Resident's Apartment Home, then, and only then, Resident may terminate this Lease without any financial obligation beyond the date of such termination.

Resident shall not be released from any Claims related to Rent or other amounts due and owing under this Lease. If Resident is found to be partially or wholly liable for the mold infestation and cost of remediation, Resident shall be responsible for all Losses suffered by Landlord, including any concessions made by Landlord.

I. Emergencies. If an emergency or other event occurs which, in Landlord's reasonable opinion, jeopardizes the health, safety or welfare of Resident Parties or persons in the Community, Landlord may

(i) lock-out, or otherwise prohibit, Resident from entering the Apartment Home for a reasonable period of time, and such action shall not constitute constructive or actual eviction, or

(ii) terminate this Lease by written notice to Resident.

J. Basements. Resident may use the finished basement, if any, in the Apartment Home as living space as long as the occupancy limits for the Apartment Home are not exceeded. Resident acknowledges that the basement may not be flood free, and Landlord shall not be liable for any Losses arising from the use of the basement.

K. Fireplaces. Resident shall be liable for any Losses resulting from the use of any fireplace located in the Apartment Home.

7. REPAIRS AND MALFUNCTIONS. Resident shall request promptly any repairs to be made to the Apartment Home or its contents, fixtures, security devices and other equipment that belong to Landlord. Resident must notify Landlord immediately of any malfunction or damage caused by fire, water or similar cause and of any water leaks, electrical problems, heating problems, broken locks or latches or other condition that may pose a hazard to health, property or safety. Upon receipt of a request, Landlord shall act with reasonable diligence to make the repairs and this Lease shall continue and the Rent shall not abate.

The Resident's request for repair is Resident's agreement for Landlord to enter the Apartment Home to perform the repair. Landlord may decide not to enter the Apartment Home if a person under 18 years old is present without a person 18 years or older also present. Landlord temporarily may turn off equipment and interrupt utilities to avoid damage to property or to perform maintenance and this shall not constitute constructive eviction of Resident. If a request for repair is not made in writing, Resident must establish when Resident made the request.

8. KEYS AND LOCKS.

A. Ownership of Keys and Access Cards. All keys, access cards and remote controls are the sole property of Landlord. Landlord may charge a deposit for any key, access card or remote control, and may charge a fee if any key, access card or remote control is lost or not returned. Resident shall be liable for any Loss related to the improper use of any key, access card or remote control. At the termination of this Lease, Resident shall return all keys, access cards and remote controls to Landlord.

B. Change in Locks. Resident shall not install additional or different locks or gates on any door or window of the Apartment Home without the prior written permission of Landlord. If Landlord approves Resident's request to install such locks, Resident shall provide Landlord with a key for each lock and shall reimburse Landlord all reasonable costs incurred to remove such locks. Resident shall not duplicate keys for the Apartment Home. Landlord may copy all keys for the Apartment Home, whether provided by Landlord or Resident.

9. COMMUNITY POLICIES.

A. Community Rules. Resident Parties shall comply with the Community Rules. Resident is responsible for the conduct of the Resident Parties. Any guest aged 12 or under must be accompanied by a Resident over 18 years old anywhere in the Community, including Common Areas. Landlord may set a curfew for persons under 18 years old. Landlord may make reasonable policy changes that are applicable to all residents if in writing and given to Resident. All policy changes shall be effective immediately and shall constitute a part of this Lease. Resident acknowledges receipt of the written Community Rules from Landlord prior to the execution of this Lease and understands that the terms and conditions of the Community Rules are incorporated in this Lease.

B. Common Areas. Common Areas are subject to Landlord's exclusive control. Sidewalks, steps, outside hallways, entrances, walkways and stairs shall not be obstructed in any way or used for any purpose other than ingress or egress. Common Areas may not be used for storage or the placement of bicycles, toys, athletic equipment, trash, refuse or similar items. Landlord may impose specific restrictions on Resident's use of the Common Areas by giving notice by sign, letter or other means to Resident, and violation of any such restrictions shall be a default by Resident of this Lease. Resident Parties shall use Common Areas with care and solely at their own risk.

C. Defacing the Common Areas. Resident shall not litter the Community grounds or Common Areas, destroy, deface, damage or remove any part of the Apartment Home, Common Areas or other parts of the Community, or light any open fires except in designated fireplaces. Resident shall not display any sign or advertising matter that is visible outside the Apartment Home or is on the Common Areas or otherwise in the Community without Landlord's prior written consent.

D. Other Improper Conduct. Resident Parties shall not engage in unlawful, improper, unreasonable or prohibited behavior, all of which shall be a breach of this Lease, including the following:

(i) loitering in Common Areas or the management or leasing office;
(ii) playing in landscaped areas;
(iii) serving alcoholic beverages in Common Areas;
(iv) loud, disorderly, or unlawful conduct, harassment, or nuisances;
(v) disturbing, infringing upon, adversely affecting or threatening the rights, comfort, health, safety, property or convenience of others in or near the Community;
(vi) possessing, selling, or manufacturing illegal drugs or drug paraphernalia;
(vii) engaging in or threatening violence;
(viii) possessing a weapon prohibited by law;
(ix) discharging a firearm in the Community;
(x) displaying or possessing a gun, knife or other weapon in the Common Area in a way that may alarm others;
(xi) authorizing solicitors or salespersons to enter the Community;
(xii) operating a business;
(xiii) bringing hazardous materials into the Community;
(xiv) using stereo logs in the fireplace; using candles or kerosene lamps or heaters;
12. LIABILITY

A. Insurance. LANDLORD AND LANDLORD’S REPRESENTATIVE ARE NOT INSURERS. LANDLORD STRONGLY RECOMMENDS THAT RESIDENT SECURE INSURANCE TO PROTECT AGAINST PERSONAL INJURY AND PROPERTY DAMAGE, INCLUDING LOSSES FROM THEFT, FIRE, WATER DAMAGE AND VANDALISM.

B. Personal Safety.

(i) Landlord’s Related Parties do not guarantee or warrant Resident’s personal security or safety. Landlord has no duty to provide security devices. Any protective steps (such as courtesy patrols or guards) that Landlord takes are neither a guarantee nor warranty against criminal acts or against the violent tendencies of third persons in the Community or otherwise. Resident’s personal safety and security is Resident’s personal responsibility.

Residents’ initials: ________________

(ii) Landlord is under no obligation or duty to inspect, test or repair any security device unless the security device was installed by or on behalf of Landlord. Landlord may elect to retain (or cancel) an independent contractor for lockouts, disturbances, fire lane violations and problems similar in nature.

Landlord assumes no responsibility for the security of Resident through the retention of an independent contractor. Landlord has no liability for the acts or omissions, whether negligent, intentional or otherwise, of such independent contractor. The independent contractor is not a police force or a guaranteed deterrent to crime. In the event of criminal activity, Resident should contact the police department.

(iii) Resident shall give Landlord keys, codes or operating devices immediately upon installation of any additional security device in the Apartment Home. Any security devices installed by Resident must comply with all applicable laws. Landlord shall provide Landlord with a copy of any necessary permit or license prior to installing any additional security device. Resident shall be liable for any license or other fee, or any fine, related to any additional security device.

C. Release. Resident, for Resident Parties, releases Landlord’s Related Parties, and acknowledges and agrees that Landlord’s Related Parties shall not be liable for any Loss incurred as a result of the following:

(i) theft, burglary, rape, assault, battery, arson, mischief or other crime, vandalism, fire, smoke, water, lightning, rain, flood, water leaks, hail, ice, snow, wind, explosion, sonic boom, interruption of utilities, electrical shock, defect in any of the contents of the Apartment Home, defects in the Community (including latent defects), acts of God, acts of terror, acts of other residents or their occupants, guests or invitees, or any other cause;

(ii) utility services, outages, interruptions or fluctuations in utilities provided to the Apartment Home;

(iii) the failure of Landlord to deliver possession of the Apartment Home or the termination of this Lease pursuant to the terms of this Lease;

(iv) the use of the Community’s equipment, services and facilities;

(v) the storage, disposal or sale of personal property in the Apartment Home, including theft by others and under Section 15;

other than the gross negligence of Landlord or Landlord’s employees or agents acting in the course and scope of their engagement at the Community. Resident, for Resident Parties, unconditionally and absolutely releases Landlord’s Related Parties from all Losses and waives all claims for offset, setoff or reduction of Rent or diminished rental value of the Apartment Home resulting from such Losses.

Resident shall indemnify and hold harmless Landlord’s Related Parties from any Loss related to the use or occupancy of the Apartment Home or Community and from any Claims made by Resident Parties, other than to the extent caused by the negligence or willful misconduct of Landlord.

Residents’ initials: ________________

13. ENTRY BY LANDLORD. Landlord and its contractors or servicemen may enter the Apartment Home by key, or by other means, including force, if locks have been installed to which Landlord does not have a key, without notice to, or permission of, Resident at reasonable times (except in an emergency when Landlord may enter at any time) for the following purposes: repairs, conversion, maintenance, emergency, mold remediation, safety or fire inspections; exercising Landlord’s lien; leaving notices; retrieving property; preventing waste of utilities; removing unauthorized signs, locks, latches, or window coverings; removing unauthorized animals; installing, repairing or replacing appliances, furniture, equipment or security devices; inspecting the Apartment Home; showing the Apartment Home to building inspectors, fire marshals, lenders, prospective purchasers, or insurance agents, or to prospective residents after notification of move-out or lease termination has been given; enforcing the terms of this Lease; removing unauthorized occupants; removing safety or health hazards; abating nuisances; allowing persons to enter as authorized by Resident or law, including pursuant to search or arrest warrant; or as otherwise permitted by this Lease.

If the Apartment Home has been equipped with an electronic alarm system approved by Landlord, Landlord may turn the system off to enter the Apartment Home and may enter and allow the alarm to sound for the above-described purposes.

14. ANIMALS. Resident shall not permit any animal, including pets (even temporarily except for service animals or guests or invitees with disabilities), to enter or remain in the Apartment Home or the Community without the prior written consent of Landlord. The presence of an animal without Landlord’s consent shall constitute a material breach of this Lease. Landlord may remove an unauthorized animal after giving 24 hours prior written notice of intent to remove the animal. Landlord may turn the animal over to a humane society or local authority, in which event the animal shall be considered abandoned. Resident shall be responsible for all kenneling charges. Landlord shall not be liable for any Loss relating to the animal, including damage or injury to any animal, even if Landlord is negligent or if Landlord removes or kennels the animal.

15. ABANDONMENT.

A. When Abandonment Occurs. During the Lease Term, the Apartment Home shall be deemed abandoned when Resident is absent from the Apartment Home without notice to Landlord for at least 10 consecutive days while Rent is late for 10 or more days.

B. Disposition of Personal Property. Landlord does not have any duty to store or sell any of Resident’s personal property. If Landlord does store or sell any such personal property, Resident shall pay Landlord the reasonable charges for packing, removing, storing and selling any property removed or stored by Landlord. Landlord may dispose of Resident’s personal property in accordance with law.

C. Personal Property Upon Death.

(i) Upon the termination of this Lease because of the death of all Residents, Landlord may store such personal property for 5 days after Landlord becomes aware of a Resident’s death, and:

(a) release it to Resident’s "emergency contact" as designated in Resident’s rental application or as otherwise provided in this section, provided that such person or the estate of Resident agrees to pay Landlord all storage costs,
damages, including Landlord's costs of making the Apartment Home "rent ready," such as cleaning, painting, repairing, and marketing the Apartment Home.

C. No Waiver. If Landlord gives notice to vacate or Landlord files a petition for eviction, Landlord still may accept Rent or other amounts due without

(i) waiving or diminishing Landlord's right of eviction, or other rights under law, equity, statute or this Lease,

(ii) waiving any notice to vacate served upon Resident, or

(iii) waiving Landlord's right to collect from Resident for property damage, past or future Rent or other amounts due under this Lease.

D. No Duty to Mitigate. Landlord has no obligation to relet the Apartment Home or otherwise mitigate Landlord's damages if Resident defaults. If applicable law requires Landlord to attempt to mitigate its damages by reletting the Apartment Home, Landlord is not required to relet the Apartment Home before it leases other vacant apartment homes. Landlord may relet the Apartment Home for a period longer or shorter than the remaining Lease Term, and Landlord is not required to relet the Apartment Home at a rent less than, or on terms less advantageous to Landlord than, it is leasing other similar apartment homes.

If Landlord relets the Apartment Home, any payments made after reletting shall be credited first against the Rent Damages or Rent Default Termination Damages, as the case may be, then to any Losses incurred by Landlord, then to other amounts that are not considered "Rent" by applicable law, then to delinquent Rent and then to current Rent.

E. Credit Reporting. Landlord may report all Lease defaults, including unpaid Rent, other amounts due and/or insufficient funds or returned checks, to any national or local credit bureau or other similar collection or credit reporting service for permanent recordation in Resident's credit record as well as to any national or local tenant reporting bureau.

F. RESIDENT'S WAIVER OF NOTICES: LANDLORD SHALL NOT BE REQUIRED TO GIVE RESIDENT A NOTICE OF DEFAULT, OR AN OPPORTUNITY TO CORRECT ANY DEFAULT. RESIDENT ALSO WAIVES THE RIGHT TO RECEIVE A "NOTICE TO QUIT" OR "NOTICE TO VACATE" FROM LANDLORD. THIS MEANS LANDLORD IS NOT REQUIRED TO NOTIFY RESIDENT TO REMOVE FROM (LEAVE) THE APARTMENT HOME. LANDLORD MAY GIVE RESIDENT A TERMINATION NOTICE (BUT LANDLORD IS NOT OBLIGATED TO GIVE THAT NOTICE.) IF GIVEN, THE TERMINATION NOTICE WILL STATE THE DATE THE LEASE TERM WILL END. RESIDENT MUST LEAVE THE APARTMENT HOME AND GIVE LANDLORD THE KEYS ON OR BEFORE THE TERMINATION DATE. RESIDENT CONTINUES TO BE RESPONSIBLE AS STATED IN THIS LEASE.

Residents' initials: [Signature]

18. MULTIPLE RESIDENTS. If there is more than one Resident, each Resident is jointly and severally liable for all obligations under this Lease. The violation of this Lease by any Resident Party is a violation by all Residents. Requests and notices from Landlord to any Resident constitutes notice to all Residents and Additional Live-In Residents. A notice from, consent by (including consent for entry into the Apartment Home) or action taken by any Resident is a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by Landlord to one of the Residents shall bind all Residents with the same force and effect as if made to each Resident.

An Additional Live-In Resident who has permanently moved out according to an affidavit signed by a Resident is, at Landlord's option, no longer entitled to occupancy of or keys to the Apartment Home. The termination of such person's right of occupancy of the Apartment Home shall not release such person from any obligations under this Lease unless specifically agreed in writing by Landlord. In eviction suits, any one Resident is the agent of all other Residents in the Apartment Home for purposes of judicial service of citation.

19. RELEASE OF RESIDENT.

A. No Release. Resident shall not be released from this Lease on any grounds, including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, layoff or termination, marriage, divorce, remarriage reconciliation, loss of co-Residents, bad health, or any other reason (except as expressly stated in this section).

B. Limited Exception-Military Servicemembers. Resident may terminate this Lease before the Lease End Date by providing the written notice required below:

(i) Resident enters military service of the United States (as defined in the Servicemembers' Civil Relief Act) after Resident enters into this Lease; or

(ii) Resident was a member of the military service of the United States when the lease was executed and thereafter received: (I) Orders for a permanent change of station; or (II) Orders to deploy with a military unit for at least 90 days.

In order to terminate this Lease under this "Limited Exception-Military Servicemembers", Resident must give Landlord written notice of termination. The termination shall be effective 30 days after the first date on which the next rental payment is due and payable. (For example, if Resident gives Landlord notice on January 15th, this Lease would terminate on March 1 with respect to Resident and Resident's dependents). At the time Resident gives such notice, Resident must furnish Landlord with a copy of the servicemember's military orders proving eligibility for the Limited Exception under paragraph B(3)(a) or B(3)(b). Military permission for base housing does not constitute a permanent change of station order. The release under this subsection applies only to the Resident in U.S. military service and such Resident's dependents (including Resident's spouse).

C. Death of All Residents. If all Residents are no longer living, this Lease shall terminate upon the death of the last such Resident, except for those provisions of Section 15 applicable to a deceased Resident's personal property.

20. MOVE OUT PROCEDURES.

A. Move Out Cleaning and Inspection. Resident shall comply with the terms of Landlord's move-out instructions and otherwise peacefully vacate and surrender possession of the Apartment Home in the same condition as when leased, except for ordinary wear and tear. Resident shall clean thoroughly the Apartment Home, including bathrooms, kitchen appliances, windows, furniture, patios, garage and storage rooms, to the same level of cleanliness that existed at the time Resident first took occupancy.

After Resident vacates the Apartment Home, Landlord will inspect the Apartment Home and shall complete the Condition Form. Resident may request in writing that Landlord conduct the inspection in Resident's presence by giving Landlord at least 5 days notice prior to Resident's vacating the Apartment Home. Landlord shall then inform Resident, in writing, of the date and time of the inspection. Any verbal estimate of repairs, charges or deductions given by Landlord's Related Parties shall not bind Landlord.

B. Deductions. In addition to other amounts which Landlord may deduct from the Deposit pursuant to this Lease, Landlord may deduct the following items from the Deposit:

(i) the cost of cleaning the Apartment Home;

(ii) Landlord's actual expenses for repairs and damages beyond normal wear and tear to the Apartment Home or its contents;

(iii) charges for changing the locks if Resident does not leave the keys;

Residents' initials required on this page
N. Examples Are Not Limitations. All examples of items or matters included in a description are given as examples only, without limitation as to the description given of such matter.

O. DISCLOSURE OF RESIDENT INFORMATION. RESIDENT ACKNOWLEDGES AND AGREES THAT LANDLORD MAY DISCLOSE INFORMATION WITH RESPECT TO RESIDENT AS REQUIRED BY LAW (SUCH AS SEARCH WARRANTS OR SUBPOENAS), IN COMPLIANCE WITH LAW ENFORCEMENT REQUESTS OR LEGAL NOTICES, WITH RESPECT TO AFFORDABLE OR SUBSIDIZED HOUSING-RELATED GOVERNMENT REQUESTS OR AS AUTHORIZED BY RESIDENT, INCLUDING RENTAL HISTORY.

P. BACKGROUND INVESTIGATION. RESIDENT ACKNOWLEDGES AND AGREES THAT, AS STATED IN RESIDENT'S RENTAL APPLICATION, AND TO THE EXTENT PERMITTED BY LAW, LANDLORD MAY REQUEST AN INVESTIGATIVE CONSUMER REPORT CONTAINING INFORMATION OBTAINED THROUGH PERSONAL INTERVIEWS WITH RESIDENT'S LANDLORD, EMPLOYER OR OTHERS WITH WHOM RESIDENT IS ACQUAINTED. THIS INQUIRY MAY INCLUDE INFORMATION AS TO RESIDENT'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, MODE OF LIVING AND CREDIT REPORT.

The federal Fair Credit Reporting Act requires landlord to provide resident with additional information about the nature and scope of the investigation if resident provides a written request of landlord within a reasonable time. In addition, upon written request, landlord will notify resident if an investigative consumer report has been obtained relating to resident, and provide resident with the name and address of the consumer-reporting agency that prepared the report. Resident also may request a copy of any consumer report or investigative consumer report relating to resident directly from the consumer-reporting agency.

Resident acknowledges that it received a summary of resident's rights under the fair credit reporting act when resident executed resident's rental application. Resident authorizes landlord, or its agent, attorney or assign to order and review one or more consumer reports relating to resident (including credit history, criminal history and rental history, including other properties owned by property owners affiliated with landlord).

Resident authorizes landlord, or its agent, attorney or assign to order or prepare, and review, Investigative consumer reports relating to resident. Resident understands and authorizes landlord, or its agent, attorney or assign to continue to obtain or prepare consumer reports and Investigative consumer reports of resident for the duration of this lease and at any time thereafter, including for the purposes of collection of amounts resident may owe under any lease or other agreement.

Resident further authorizes and directs all employers, financial institutions, banks, creditors, and residential managers/landlords to release any and all information relating to resident to landlord or its agent, attorney or assign. The provisions of this section shall

SURVIVE THE TERMINATION OF THIS LEASE FOR THE PURPOSE OF LANDLORD PURSUING REMEDIES AGAINST RESIDENT FOR BREACH OF THIS LEASE.

Q. State Law. To the extent that federal law or the law of the state, county or municipality in which the Community is located impose any requirement on landlord or resident that is contrary to any provision of this Lease or prohibit the inclusion in any lease of any provision included in this Lease, this Lease shall be deemed to be amended so as to comply with such law. The reformation of any provision of this Lease shall not invalidate this Lease. If an invalid provision cannot be reformed, it shall be severed and the remaining portions of this Lease shall be enforced.

R. Arbitration. Except for any Excluded Claim (as defined below), any dispute, claim, demand, action, proceeding or cause of action of any kind or nature whatsoever relating to this Lease, whether for damages or for injunctive or other legal, equitable or other relief, whether arising under federal, state, local, common, statutory, regulatory, constitutional or other law, between Resident and Landlord shall be settled by arbitration administered by the American Arbitration Association (the "AAA") in the state in which the Community is located.

If Landlord and Resident cannot agree on the selection of an arbitrator within 15 days after the request for arbitration, the AAA shall select an arbitrator. The determination of the arbitrator in such arbitration shall be final and binding and may be enforced in any court of competent jurisdiction. The arbitrator shall assess the costs of arbitration against the party which is not the substantially prevailing party in such arbitration. An "Excluded Claim" is any action, proceeding or cause of action by Landlord for the eviction of Resident from the Apartment Home, to recover possession of the Apartment Home or to collect past due Rent or other amounts due under the Lease. An Excluded Action shall be brought in a court of competent jurisdiction in the state in which the Community is located. This section shall survive the termination or expiration of this Lease.

S. Fair Housing. Landlord adheres to the federal Fair Housing Act which stipulates that it is illegal to discriminate against any person in housing practices because of race, color, religion, sex, national origin, disability or familial status. All requirements of the Fair Housing Act and all other federal, state and local laws pertaining to civil rights of the Community's applicants and residents will be followed during all leasing and management activities of the Community.

T. Prorations. Any proration of Rent under this Lease shall be calculated by dividing the Rent by 30 days and multiplying that amount by the applicable number of days in the month.

U. Radon Gas. We are required by Florida Statute 409.026(8) 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 and radon testing may be obtained from your county public health unit."

[end of page]
# Emergency Tenant-Based Rental Program Application

## Property Owner Certification

### I. Owner/Landlord Contact Information

<table>
<thead>
<tr>
<th>Legal Name of Property Owner:</th>
<th>Operating Name/DBA of Property Owner (if different):</th>
</tr>
</thead>
<tbody>
<tr>
<td>YMCourtCountrLLC</td>
<td>CenterCourtYMP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person Name:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safirina Higgins</td>
<td>305-957-7272</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td>14797 N.E. 18th Avenue</td>
<td><a href="mailto:Shiggins@ymprealestate.com">Shiggins@ymprealestate.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Miami</td>
<td>FL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Zip Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>33181</td>
</tr>
</tbody>
</table>

### II. Tenant, Lease, & Payment Information (Attach a copy of the lease/proposed lease)

<table>
<thead>
<tr>
<th>Tenant Name(s):</th>
<th>Address (Street/Apt./Unit#):</th>
<th>Unit Size:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marley Similien</td>
<td>14897 N.E. 18th Ave Apt 308</td>
<td>3 x 2</td>
</tr>
<tr>
<td>Glenford Similien</td>
<td>North Miami, FL 33181</td>
<td></td>
</tr>
<tr>
<td>Rodlin Similien</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lease Start Date (mm/dd/yyyy):</th>
<th>Lease Expiration Date (mm/dd/yyyy):</th>
<th>Monthly Rent:</th>
<th>Back Rent Due and Period Covered:</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/30/2020</td>
<td>09/30/2021</td>
<td>$1,200.00</td>
<td>$91.00 due from: 10/1/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payee Name:</th>
<th>Due Date &amp; Grace Period:</th>
<th>Bank Routing #:</th>
<th>Bank Account #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does the owner currently receive other rental assistance (e.g. programs funded with federal/state/local funds or private philanthropic funds) on behalf of the tenant?

- [ ] Yes  
- [x] No

If yes, please describe:

### III. Conflict of Interest

This CDBG/HOME ETBRA program is funded by the United States Department of Housing and Urban Development (HUD) and administered by the City of North Miami, Housing and Social Services Department. The program is subject to conflict of interest rules intended to ensure all applicants are treated fairly and no one, by virtue of their position, unduly influences the selection or assistance approval process. Applicants must declare whether or not they, or any member of their household, has a potential conflict of interest by checking one of the statements below:

- [x] I am not an employee, agent, consultant, officer, or elected official or appointed official of the City of North Miami, nor am I the immediate family member of nor do I have business ties with any such person.
- [ ] I cannot check the box above and do have a potential conflict of interest as described in the space below. (Note, having a potential conflict does not automatically disqualify an applicant but triggers additional reviews which may determine that no conflict exists, that a conflict exists and that an exception will be sought from HUD, or that the applicant is conflicted and may not be assisted.)

Describe potential conflict of interest (if applicable):

---

13753 NW 7 Avenue  
North Miami, FL 33168  

Phone: (305) 895-9895  
REVISED 9/2020
### IV. Unit Condition Checklist

CDGB/HOME-funded ETBRA requires assisted units to initially meet and be maintained to certain basic housing quality standards. Due to social distancing, in lieu of inspections by the Program Administrator, owners/representative should complete the following checklist for each assisted unit. Any deficiencies identified below MUST be corrected prior to the award of assistance, and subsequent deficiencies identified during the term of assistance must be corrected to continue participation in the program. Units built prior to 1978 that are occupied by any child 5 or under must pass a lead-based paint visual inspection.

Was the housing unit originally built: [ ] Prior to 1978  [ ] 1978 or After

<table>
<thead>
<tr>
<th>Is the housing unit free of the following health and life safety conditions?</th>
<th>Yes</th>
<th>No</th>
<th>Unknown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exposed bare wires or openings in electrical panels, outlets, or junction boxes?</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Leaking water, puddling, or ponding on or near any electrical apparatus or outlet?</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Evidence of mold or mildew, especially in bathrooms and/or air outlets?</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Strong propane, natural gas, or methane gas odors?</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Strong sewer odors?</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Any physical/structural defect(s) that pose a tripping risk in the unit or in common stairways or hallways?</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Evidence of rodent and/or insect infestation, especially in areas of food storage/prep?</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Any sharp edge or physical/structural defect(s) that could cause bodily harm (e.g., cuts, skin puncture, etc.)?</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

Are common areas accessible to the tenant free of the following health and life safety conditions?

<table>
<thead>
<tr>
<th>Emergency exit(s) that cannot be used/accessed for any reason?</th>
<th>Yes</th>
<th>No</th>
<th>Unknown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Missing exit signs or exits signs that are not clearly illuminated?</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>An elevator(s) misaligned with the floor by more than ¼ inch? (e.g. the elevator(s) does not level as it should)</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Flammable materials that are improperly stored?</td>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

Other: Free of any other general defect(s) or hazards that pose a health and/or safety risk. If no, explain:

Does the housing unit contain the following basic livability features?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Unknown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Working/operable lock(s) on all windows and doors that can be reached from the outside?</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>At least one working smoke detector on each level of the unit, including the basement?</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Lights that work in all common hallways and interior stairwells?</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Ceilings, walls, and floors in good condition? (no large cracks, holes, bulging, chipped/peeling plaster/paint, etc.)</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

A living room?

- [ ] At least two electrical outlets, or one outlet and a permanent overhead light fixture?
- [ ] At least one window? (all windows must be in good condition)

A kitchen?

- [ ] Storage, preparation, and serving space for food?
- [ ] At least one electrical outlet and one permanent light fixture?
- [ ] A working stove (or range) and oven? (tenant owned/supplied is acceptable)
- [ ] A refrigerator that keeps temperatures low enough that food does not spoil?
- [ ] A sink with hot and cold water? (a bathroom sink will not satisfy this requirement)

A bathroom?

- [ ] A window that opens and/or a working exhaust fan?
- [ ] A flush toilet that works?
- [ ] A sink and tub/shower with hot and cold water? (a kitchen sink will not satisfy this requirement)
- [ ] At least one permanent overhead or wall light fixture?

Other rooms?

- [ ] At least one operable window in every room used for sleeping?

Please use space below to clarify, elaborate, or add information about the condition of the unit:

---

13753 NW 7 Avenue
North Miami, FL 33168

Housing and Social Services Department

Phone: (305) 895-9895

REVISED 9/2020
Emergency Tenant-Based Rental Program Application

V. Intent to Participate

As the owner or authorized owner representative, I intend to participate in the CDBG/Emergency HOME Tenant-Based Rental Assistance program. I understand that:

☐ - I/we may be required to provide access to the unit for purposes of a physical inspection, including a lead-based paint visual inspection, and that any deficiencies identified in Section IV or an inspection must be corrected prior to approval;

☐ - I will be required to execute a three-party Rental Assistance Contract with the tenant and the City of North Miami, Housing and Social Services Department;

☐ - In no case will the term of assistance under the program extend beyond December 31, 2020.

VI. Owner/Landlord Certification

I certify under penalty of perjury that the above information is complete and accurate to the best of my knowledge. I understand that Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willfully making a false or fraudulent statement to a department of the United States Government. I understand that additional state or local civil and/or criminal penalties may also apply to the submission of materially false or incomplete information, and I may be required to repay any funds received. I agree to provide any additional documentation required by the program administrator to document participation in the program.

Owner/Landlord Representative Signature: [Signature]
Print Name: [Name]
Date (mm/dd/yyyy): [01/01/2020]

13753 NW 7 Avenue
North Miami, FL 33168

Housing and Social Services Department
Phone: (305) 895-9895

REVISED 9/2020