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”), Rossy Medical Inc (“Owner”), and Stephanie Compere (“Tenant”) as of the “Contract Start Date” as such terms are identified in Exhibit A, Project Specific Information, attached to and incorporated within this Contract.

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

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

In accordance with the terms of this Contract and Program requirements, the Program Administrator has reviewed the lease agreement for the housing unit identified in Exhibit A (the “Unit”) and will make a Rental Assistance Payment for two (2) months not to exceed Three Thousand Dollars ($3,000.00) to the Owner for the Unit. Under the Program, the Tenant will reside in the Unit according to the terms and conditions of the lease, included as Exhibit B (the “Lease”) and this Contract. The Owner has leased the unit to the Tenant and will continue to lease the Unit to the Tenant for occupancy with assistance under the Program, according to the terms and conditions of the Lease and this Contract.

SECTION 2 – TERM OF THIS CONTRACT
The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “Contract End Date” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result of default by the Owner or Tenant. The term of this Contract may not extend beyond December 31, 2020, unless HUD extends the waiver authority provided by the April 10, 2020 Memorandum beyond December 31, 2020, in which case the Parties may agree to extend the Term of this Contract to no later than such new time as HUD’s waiver of the TBRA requirements in 24 CFR 92.209 expires.

SECTION 3 – HOME ASSISTANCE TO BE PROVIDED
The right of either the Owner or Tenant to receive TBRA Program assistance under this Contract is, at all times, subject to each party’s compliance with this Contract’s terms and requirements.
Rental Assistance Payment
The rent due each month to the Owner under the Lease is identified in Exhibit A (the “Contract Rent”). The Owner shall not increase the Contract Rent during the term of this Contract.

Owner/Representative Initials: [Initials]

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>Stephanie Compere</td>
<td></td>
<td></td>
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<tr>
<td>Yezekyel Compere</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sarah Compere</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: EML

Tenant Initials: SC

Stephanie Compere
SECTION 8 – DEFAULT AND ENFORCEMENT

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

a) Any violation of this Contract by the Tenant or Owner; or
b) A determination by the Program Administrator that the Tenant or Owner has committed fraud or made a false or materially incomplete statement in connection with the Program or this Contract, or has committed fraud or made any false statement in connection with any federal housing assistance program; or
c) Any fraud, bribery, or any other corrupt or criminal act by a party to this Contract in connection with any Federal Housing assistance program; or
d) Any determination, in the sole and exclusive judgement of the Program Administrator, that either Tenant or Owner has materially violated the terms of the Lease.

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

a) Terminate the Owner’s or Tenant’s participation in the Program and cancel future payments to or on behalf of the Tenant; or
b) Require the return of payments related to the default made under this Contract; or
c) Apply to any appropriate court, state or federal, for specific performance, in whole or in part, of the provisions and requirements contained herein or for an injunction against any violation of such provisions and requirements; or
d) Apply to any appropriate court, state or federal, for such other relief as may be appropriate and allowed by law, since the injury to the Tenant or Program Administrator arising from a default under any of the terms of this Contract would be irreparable and the amount of damage would be difficult to ascertain.

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

SECTION 9 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Owner</th>
<th>Docusign by: Francis N. Ukeneye</th>
<th>Owner/Landlord Representative Signature</th>
<th>Francis N. Ukeneye Rossy Medical Inc Owner/Property Manager</th>
<th>Date: 12/14/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant</td>
<td>Docusign by: Stephanie Compere</td>
<td>Signature</td>
<td>Stephanie Compere Tenant</td>
<td>Date: 12/14/2020</td>
</tr>
<tr>
<td>Program Administrator</td>
<td>Docusign by: Alberte Bazile</td>
<td>Authorized Representative Signature</td>
<td>Alberte Bazile Program Administrator</td>
<td>Date: 12/14/2020</td>
</tr>
<tr>
<td>Attest: City of North Miami, a Florida Municipal Corporation</td>
<td>Approve as to Form and Legal Sufficiency</td>
<td>Docusign by: Jeff P.H. Cazeau, Esq.</td>
<td>City Attorney</td>
<td>Date: 12/14/2020</td>
</tr>
<tr>
<td>For: Theresa Therilus, Esq. City Manager</td>
<td>Date: 12/16/2020</td>
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<tr>
<td>For: Vanessa Joseph, Esq. City Clerk</td>
<td>Date: 12/17/2020</td>
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## EXHIBIT A: PROJECT SPECIFIC INFORMATION

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

<table>
<thead>
<tr>
<th>Contract Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Start Date:</strong> 12/17/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit &amp; Lease Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unit (Address and Unit #):</strong> 639 NE 125 Street, North Miami, FL., 33161</td>
</tr>
<tr>
<td><strong>Lease Start Date:</strong> 11/1/2019</td>
</tr>
<tr>
<td><strong>Contract Rent (total due under Lease):</strong> $900.00 per month</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Rental Assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tenant Contribution:</strong> $ per month</td>
</tr>
<tr>
<td><strong>Rental Assistance Payment:</strong> $2,700.00 up to 3 months</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rental Assistance from Other Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is other rental assistance (e.g. Section 8/State/Local funds) received?</td>
</tr>
<tr>
<td>If yes, monthly amount of $0.00 paid to</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rent Payable to:</strong> Rossy Medical Inc</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 5372 NW 190 LANE, Miami Gardens, FL., 33055</td>
</tr>
<tr>
<td><strong>Electronic Payment Instructions</strong></td>
</tr>
<tr>
<td><strong>Financial Institution:</strong> N/A</td>
</tr>
<tr>
<td><strong>Routing Number:</strong></td>
</tr>
<tr>
<td><strong>Account Number:</strong></td>
</tr>
<tr>
<td><strong>Account Holder Name:</strong></td>
</tr>
</tbody>
</table>
EXHIBIT B: EXISTING LEASE

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

LEASE DATED 11/01/2019 TO 12/31/2020

Clause 1. Identification of Landlord and Tenant
This agreement is entered into between STEPHANIE COMPERE [Tenant] and ROSSY MEDICAL INC [Landlord]. Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2. Identification of Premises
Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 639 N.E. 125th Street, North Miami, FL 33161 - UNITS together with the following furnishings and appliances:

Rental of the premises also includes

Clause 3. Limits on Use and Occupancy
The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children: SARAH COMPERE. Occupancy by guests for more than 7 DAYS is prohibited without Landlord’s written consent and will be considered a breach of this Agreement.

Clause 4. Term of the Tenancy
The term of the rental will begin on 11/01/2020, and end on 12/31/2020. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term.

Clause 5. Payment of Rent.
Regular month rent
Tenant will pay to Landlord a monthly rent of $900.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to ROSSY MEDICAL INC at 5372 N.W. 190th Lane, Miami Gardens, FL 33055 or at such other place as Landlord designates.

Delivery of Payment.
Rent will be paid:

☑ by mail, to 5372 N.W. 190th Lane, Miami Gardens, FL 33055 OR
☑ in person, at 639 N.E. 125th St, North Miami, FL 33161

Form of payment.
Landlord will accept payment in these forms:

☑ personal check made payable to ROSSY MEDICAL INC.
☑ cashier’s check made payable to ROSSY MEDICAL INC.
☐ credit card
☑ money order
☐ cash
Prorated first month’s rent.
For the period from Tenant’s move-in date, ________________, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of $ ________________. This amount will be paid on or before the date the Tenant moves in.

Clause 6. Late Charges
If Tenant fails to pay the rent in full before the end of the 57th day after it’s due, Tenant will pay Landlord a late charge of $2.00, plus $0.75 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed $20.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

Clause 7. Returned Check and Other Bank Charges
If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a “stop payment,” or any other reason, Tenant will pay Landlord a returned check charge of $35.00.

Clause 8. Security Deposits
On signing this Agreement, Tenant will pay to Landlord the sum of $ _______________ paid in previous lease as a security deposit. Tenant may not, without Landlord’s prior written consent, apply this security deposit to the last month’s rent or to any other sum due under this Agreement. Within 10 day after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

Clause 9. Utilities
Tenant will pay all utility charges, except for the following, which will be paid by Landlord:

TENANT PAYS ALL UTILITIES

Clause 10. Assignment and Subletting
Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11. Tenant’s Maintenance Responsibilities
Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant’s guests or business invitees through misuse or neglect.
Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

Clause 12. Repairs and Alterations by Tenant
a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.

b. Tenant will not, without Landlord’s prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Clause 13. Violating Laws and Causing Disturbances
Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adja-
cent areas in such a way as to: (1) 

ate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Clause 14. Pets

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained service animals needed by blind, deaf, or disabled persons and ________________________ under the following conditions:

NO PETS

Clause 15. Landlord’s Right to Access

Landlord or Landlord’s agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant’s abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant ________________________ notice before entering.

Clause 16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for ________ or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17. Possession of the Premises

a. Tenant’s failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord’s failure to deliver possession.

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord’s control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord’s liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18. Tenant Rules and Regulations

☑ Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.

Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party ☑ shall not / ☐ shall recover reasonable attorney fees and court costs.

Clause 20. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

☑ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

☐ Other disclosures:
Clause 21. Authority to Receive Legal Papers
The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

☐ The Landlord, at the following address: ________________________________

☐ The manager, at the following address: ________________________________

☐ The following person, at the following address: ________________________

Clause 22. Additional Provisions
Additional provisions are as follows:


Clause 23. Validity of Each Part
If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 24. Grounds for Termination of Tenancy
The failure of Tenant or Tenant’s guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant’s rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Clause 25. Entire Agreement
This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

11/17/2020  Rossy Medical Inc.  PRESENT'1
Date  Landlord or Landlord's Agent  Title

5372 N. 161 190TH LANE
Address

MIAMI GARDENS  FLORIDA  33055  786-942-9871
City  State  Zip Code  Phone

11-17-2020  Stephanie Compère  478-765-5221
Date  Tenant  Phone

Date  Tenant  Phone

Date  Tenant  Phone
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure
(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
   (i) ______ Known lead-based paint and/or lead-based paint hazards are present in the housing
       (explain).

   (ii) □ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):
   (i) ______ Lessor has provided the lessee with all available records and reports pertaining to lead-based
       paint and/or lead-based paint hazards in the housing (list documents below).

   (ii) □ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)
(c) ______ Lessee has received copies of all information listed above.

(d) ______ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)
(e) ______ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and
      is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that
the information they have provided is true and accurate.

Rossy Medical Inc 11/17/2020
Lessor ___________________________ Date

*Stéphanie Campere 11-17-2020
Lessee ___________________________ Date

Agent N/A ___________________________ Date

Lessor ___________________________ Date

Lessee ___________________________ Date

Agent ___________________________ Date