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”), New Aliro Member, LLC dba Aliro Reserve (“Owner”), and Katrina Przybysz (“Tenant”) as of the Contract Start Date” as such terms are identified in Exhibit A, Project Specific Information, attached to and incorporated within this Contract.

SECTION 1 – OVERVIEW

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

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

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

SECTION 2 – TERM OF THIS CONTRACT

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

SECTION 3 – HOME ASSISTANCE TO BE PROVIDED

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

Owner/Representative Initials: [signature]

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

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

SECTION 4 – OWNER REQUIREMENTS

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

a) The Owner will, at all times, maintain the Unit and premises, including common areas accessible to the Tenant, in decent, safe, and sanitary condition and compliant with applicable state or local codes and rental housing requirements; and
b) The Owner will comply in all material respects with this Contract; and
c) The Unit is leased to and, to the best of the Owner’s knowledge, is occupied by the Tenant; and,
d) Owner has taken no action and will not take any action to terminate the Lease and cause the Tenant to vacate the Unit without providing written notice of such action to the Tenant and the Program Administrator; and
e) Other than the Tenant’s Contribution, the Owner has not received and will not receive any payments or other consideration (from the Tenant, HUD, or any other public or private source) for rental of the Unit during the Term of this Contract except as identified in Exhibit A; and
f) To the best of the Owner’s knowledge, the Unit is used solely as the Tenant’s principal place of residence; and
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.

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.

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>Katrina Przybysz</td>
<td></td>
<td></td>
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</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.

| Owner | Owner/Landlord Representative Signature | Sophia Grzeszczak  
New Aliro Member, LLC dba Aliro Reserve  
Owner/Property Manager | Date: 12/21/2020 |
|-------|----------------------------------------|---------------------------------------------|
| Tenant | Signature | Katrina Przybysz  
Tenant | Date: 12-11-20 |
| Program Administrator | Authorized Representative Signature | Alberte Bazile  
Program Administrator | Date: 12/21/2020 |
| Attest: | Approve as to Form and Legal Sufficiency | Jeff P.H. Cazeau, Esq.  
City Attorney | Date: 12/21/2020 |
| | Signature | Theresa Therilus, Esq.  
City Manager | Date: 12/22/2020 |
| | Signature | Vanessa Joseph, Esq.  
City Clerk | Date: 12/22/2020 |
## 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> 12/22/2020</td>
</tr>
<tr>
<td><strong>Contract End Date:</strong> 12/31/2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit &amp; Lease Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unit (Address and Unit #):</strong> 14020 Biscayne Blvd, Apt 20-1005, Miami, FL., 33181</td>
</tr>
<tr>
<td><strong>Lease Start Date:</strong> 2/20/2020</td>
</tr>
<tr>
<td><strong>Lease End Date:</strong> 5/19/2021</td>
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<tr>
<th>Contract Rent (total due under Lease): $1,435.00 per month</th>
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<tr>
<th>Rental Assistance</th>
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<tbody>
<tr>
<td><strong>Tenant Contribution:</strong> $ per month</td>
</tr>
<tr>
<td><strong>Rental Assistance Payment:</strong> $4,000.00 ($2,890.00 back rent and $1,110.00 for December) Maximum award</td>
</tr>
</tbody>
</table>

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

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<tr>
<th>Electronic Payment Instructions</th>
</tr>
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<tbody>
<tr>
<td><strong>Financial Institution:</strong></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}
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "BRE PORTOFINO MF PROPERTY OWNER LLC", CHANGING ITS NAME FROM "BRE PORTOFINO MF PROPERTY OWNER LLC" TO "ALIRO RESERVE LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2020, AT 2:28 O'CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

6075700 8100
SR# 20207566478
Authentication: 203765613
Date: 09-30-20
You may verify this certificate online at corp.delaware.gov/authver.shtml
STATE OF DELAWARE
CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF FORMATION
OF
BRE PORTOFINO MF PROPERTY OWNER LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is BRE Portofino MF Property Owner LLC.

2. The Certificate of Formation of the limited liability company is hereby amended by striking our Paragraph First thereof and by substituting in lieu of said Paragraph the following new Paragraph First:

FIRST: The name of the limited liability company is Aliro Reserve LLC

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on the 29th day of September, 2020.

By: ____________________________
Name: Lakecia Stanford, Authorized Person
APARTMENT LEASE CONTRACT
(For Leases Greater Than One Year)

Date of Lease Contract: February 20, 2020
(when the Lease Contract is filled out)

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

Katrina Ann Provenza

and us, the owner: NRE Portofino MF Property
Owner LLC

Name of apartment community or title held by: You are agreed to rent
Apartment No. 20-1005 + 1402F
Biscayne Blvd. 8105
North Miami, FL 33161

(City, Florida, zip code) for use as a private
residence only. The terms "you" and "your" refer to all residents
listed above. The terms "we," "us," and "our" refer to the owner
listed above or any of owner's successors in interest or assigns.
Written or electronic notice to or from us, our managers, or
agents, shall be given at the address above. If anyone else has
authorized to receive notices and demands in the landlord's
behalf, the landlord is authorized to receive notices and demand
below.

The Owner or Manager of these apartments is NRE Portofino MF Property Owner LLC

whose address is 3600 Biscayne Blvd North
Miami, FL 33137.

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

2. OCCUPANCY. The apartment will be occupied only 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 7 days per month.

3. LEASE TERMINATION NOTICE REQUIREMENTS.
The initial term of the Lease Contract begins on the 20th day of
February 2020, and ends at 11:59 p.m. the 19th day of
May 2021.

This Lease Contract shall automatically renew month-to-month unless either party gives at least 60 days written notice of
termination or intent to move-out as required by this paragraph
and paragraph 36 (Move-Out Notice). If the number of days is
not filled in, the notice will be required. In the event you fail to
provide us with the required number of days' written notice of
termination and notice to vacate coinciding with the lease expiration
date, as required by this paragraph and paragraph 36 (Move-Out
Notice), you acknowledge and agree that you shall be liable to us
for liquidated damages in the sum of $1,400 - 60 days' rent.
In the event the lease is not a month-to-
month tenancy, you must notify us with written notice no later than
30 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 due 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
rent 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 for month-to-month tenancy. 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 addendum, the total
security deposit at the time of execution of this Lease Contract for
all residents in the apartment is $500.00 due on or before
the date this Lease Contract is signed.

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

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

whose address is

☐ 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 five percent (5%) 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 security bond with the county
or state, as required by law, and pays you interest on your
security deposit or advance rent at the rate of 5 percent per
year simple interest.

© 2019, National Apartment Association, Inc. - 7/2019, Florida
7. UTILITIES. We will pay for the following items, if checked: □ water □ gas □ electricity □ trash □ cable TV □ master antenna
□ wastewater □ other (Please Control) You will 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 non-payment of bills—until the lease term or rental period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident shall not heat the apartment using gas or open stoves or ovens which were intended for use in cooking. Where laws do not specify charges, 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 then 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/or leak, 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. Renters' Insurance may not cover damage to your property due to flooding. A flood insurance policy (which may be available) includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We urge you to get your own insurance for losses to your personal property and/or personal injuries due to fire, flood, hurricane, wind damage, water damage, pipes leak, and the like.

Annually, you are check one (1) required to purchase personal liability insurance □ not required to purchase personal liability insurance. As box is checked, personal liability insurance is not required. 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 locks (s) will be relayed after the prior resident moves out. The relay will be done before you move into your apartment. You may at any time ask to change or relay locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was damaged or leased by you, your guest, or occupant. 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.
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 amendment, if you:
   (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
   (2) move out at our demand because of your default; or
   (3) are judicially evicted.
You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

12. REMEDIATION. 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 care, negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent that you could not have been mitigated by your action or inaction. You will defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or your representatives who at your request performs services not contemplated in this Lease. Unless the damage or wastewater stipulated under the lease contract is not liable for—until you must pay for—repairs, replacement costs, and damage to lines following that result from your or your invitees, occupants, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or access; (2) damage from windows or doors left open; and (3) damage from water or wastewater caused by improper objects in lines exclusively serving your apartment.
We may require payment at any time, including advance payment of repair 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 subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property in the apartment subject to the lien at the time you pass possession or abandon the premises. For this purpose, "property" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storage areas for your exclusive use.

Removal After Surrender or Abandonment. We or our agents may, at our discretion, remove, dispose of, and or store all property remaining in the apartment or common areas (including any vehicles or any occupant's personal property) from your possession or abandonment at our expense without notice unless you pay the amount due. The landlord is not required to comply with 7:715.140, 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 81, Florida Statutes, the landlord shall not be liable or responsible for storage or disposition of the tenant's personal property.

While You're Living in the Apartment

14. 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.

Storage. We may store, but have no duty to store, property removed after seven (7) days, eviction, or abandonment of the apartment. We are not liable for unreasonably lost, damaged, or removed property when property removed under a contractual lien. You must pay reasonable charges for packing, removing, storing, and selling any property.

15. 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.

16. 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 or community rules allowed under paragraph 10 (Community Policies or Rules). If, at least 30 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirement), you give us written notice of a rent increase or lease contract changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue in force with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without express or unwritten notice under paragraph 35 (Move-Out Notice).

17. 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.

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20. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or reasonable use 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 or near the apartment community (regardless of arrest or conviction); storing anything that might damage 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 you or an occupant of the property agrees 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 suspend all rights and remedies under the lease and law.

31. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by lease. You may have unauthorized or illegally parked vehicles removed 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 imperceptible;
2. Is unclean, dirty, or has been left unclean;
3. Has an expired license plate or no current registration and/or inspection sticker;
4. Makes excessive noise or is involved in an accident;
5. Belongs to a resident or occupant who has surrendered or abandoned the apartment;
6. Is parked in a marked handicap space without the legally required handicap insignia;
7. Is parked in space marked for manager, staff, or guest at the office;
8. Blocks another vehicle from exiting;
9. Is parked in a fire lane or designated "no parking" area; or
10. Is parked in a space marked "for other resident(s) or unit(s); or
11. Is parked on the grass, sidewalk, or patio; or
12. Blocks garbage trucks from access to a dumpster; or
13. Belongs to a resident and is parked in a visitor or visitor parking space.

22. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy per paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 23 (Military Personnel Clause), 31 (Responsibilities of Owner), or 36 (Move-Out Notice), or by separate addendum, you won't be housed by any reason unless it is permissible if a tenant, 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'll be liable to us for damage caused by you or any guests or occupants.

We may terminate, and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating this law, violating this lease, or any apartment rules, or disturbing other residents, neighbors, visitors, or our rental representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in this community. Tenant agrees that no lessor reserves the right to or 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, or theft that would otherwise disqualify you or another person from the possession of property. You 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 relieve my right to eject you.

24. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own safety and security, especially in the use of smoke detectors, carbon monoxide detectors, smoke detectors, deadbolts locks, keyless entry systems, window latches, and other access control devices. Upon termination of your tenancy under this paragraph, the tenant is liable for prorated rent due to the effective date of the termination date of the termination of the lease contract at such time as would have otherwise been required by the terms of this Lease Contract. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this paragraph.

Smoke Detectors and Carbon Monoxide Detectors. We will have smoke and carbon monoxide detectors installed in the apartment. The installation and use of smoke and carbon monoxide detectors are a regular basis. You must pay for and replace batteries as needed, unless the law otherwise provides. You may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report a smoke detector and carbon monoxide detector dysfunction to us. Neither you nor any other person may disable the smoke detectors, or carbon monoxide detectors. If you damage or disable the smoke detector or the carbon monoxide detector, or remove a battery without replacing it with a working battery, you may be liable to us under state statute for $100 plus one month's rent, actual damages, and attorney's fees. If you disable or damage the smoke detector and carbon monoxide detector, or fail to replace a dead battery or report malfunction, you will be liable to us for any fire, smoke, or water damage.

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

Emergency. Dial 911 immediately if local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency that might result in the safety of the building or its residents or occupants. You should then contact our representative. Unless
otherwise provided by law, w.,. not liable to you or any guests or occupants for injury, damage, loss, or person or property caused by the criminal conduct of others, including theft, burglary, assault, vandalism, or other crimes. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security if we provide any access control device 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 system for the result of your own safety or personal security.

We reserve the right to refuse to rent visits to any residents, guests, or contractors in the apartment community. If you or any occupant or guest are affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must inform us with the law-enforcement agency’s incident report record number upon request.

Fire Protection. Please check only one box:
- Fire protection is AVAILABLE (not applicable unless the box is checked):
- Sprinkler System in apartment
- Sprinkler System in common areas
- Smoke detector
- Carbon monoxide detector
- Fire extinguisher
- Other (Describe):

Building, Housing, or Health Codes. We will comply with the requirements of applicable building, housing, and health codes. We will maintain the premises work, windows, doors, screens, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of withstanding normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair or replacement of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

25. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We do not warrant any implied guarantees. You will be given an inventory and Conditions of the premises as an original to be read and understood.

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 alter, change, paint, wallpaper, carpet, electrical changes, redrilled, or alter an appliance or use a hole or other damage or cause to return it to our representative. Otherwise, everything will be considered to be in a clean, neat, and good working condition.

You must not alter, damage, or remove any property, including alarm systems, smoke detectors, and carbon monoxide detectors, steam systems, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, you will supply light bulb fixtures, both indoor and outdoor fixtures, operated from the inside source and, after that, you will replace them at your expense but of the same type and wattage. Your improvement and/or additions to the apartment (whether or not we consent) become our property 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 will 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 enter your apartment as provided in Faregur 26 (When We May Enter) of this Lease and F.S. 83.33 or upon 24 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

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEEK A NOISE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT MAINTENANCE PORTAL, OR 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). We will provide written notice on your oral request do not constitute a written request from you.

Our compliance with or responding to any oral request regarding security or non-emergency services will require additional deposits, fees, or for written notices under this Lease Contract. You must promptly notify us in writing of any water leaks, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, safety. We may change or install utility lines or equipment serving the apartment. If the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utility services are malfunction or 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 will not be held liable for any damage to repairs and reconnection. Rent will not be abated.

In the event of a dispute, we will settle it through our local service, repair, or reconnection. We will replace the renter with the property, including but not limited to the statement, written notice of intent to remove the tenant, and the following the procedures of paragraph 20 (When We May Enter).

27. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we're authorized in writing. In writing, unless we give written notice, you may sign a separate animal endorsement, which may require additional deposits, fees, or other charges. An animal deposit is considered a general security deposit. You must remove an unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize assistance animals necessary because of a disability for you, your guest, and occupants pursuant to Section 8. Fair Housing laws. You may require a written statement from a qualified professional verifying the need for the support and/or service animal. You must not feed stray or wild animals.

If you or any occupant violates any animal restrictions (with or without knowledge), you will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the property at any time during your term of occupancy (with or without our consent), we will charge you for the animal's deposit, cleaning, and other costs associated with the removal of the animal. 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 will 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 enter your apartment as provided in Faregur 26 (When We May Enter) of this Lease and F.S. 83.33 or upon 24 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

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28. WHEN WE MAY ENTER. Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If, however, we are not given consent to enter, then, as permitted by the law, we may enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by dulcet 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 entering the unit to take place between the hours of 7:00 a.m. and 8:00 p.m. and

(2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke and carbon monoxide detectors; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, removing, repairing, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if 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 persons or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if any, are in accordance, or if following entry by a law enforcement with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacancy notice has been given); showing apartment to government inspectors for the limited purposes 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.

Replacements

30. REPLACEMENTS AND SUBLET LEASES. Rescinding a resident, subletting; assignment; or granting a right or license to occupy is allowed only when you expressly consent in writing.

Procedures for Replacement. If we approve a replacement resident, then: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve the departing resident. 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

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

(1) keep common areas reasonably clean, subject to paragraph 25 (Condition of the Premises and Alterations);
(2) maintain fixtures, furniture, hot water, heating and A/C equipment;
(3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
(4) make all reasonable repairs, subject to your obligation to pay for damages 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 provide written request for repairs, maintenance, or removal 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 due and customary efforts to correct the failure to comply, you may also exercise other statutory remedies.

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

32. DEFAULT BY RESIDENT. You’ll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don’t pay rent or other amounts due 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 information 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 drug paraphernalia are found in your apartment.

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

Termination of rental agreement - Your failure to comply with F.S. 83.352 or material provisions of Lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is a nature of that you SHOULD NOT BE GIVEN AN OPPORTUNITY TO REFORM.REHAB.RESTORE.COMPLY

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 INTENTION TO TERMINATE THE LEASE. UPON RECEIVING SUCH LEASE TERMINATION NOTICE WITHOUT OPPORTUNITY TO CURR OR CONSTRUCTING 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.

(2) If you default by materially failing to comply with F.S. 83.352 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature of that YOU SHOULD be given an opportunity to cure it. We may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure...
the violation include, but are not limited to unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with R.S. 03.52 or material provisions of the lease, termination of your possession, rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent relisting doesn’t release you from liability for future rent or other lease obligations.

notwithstanding, you or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. 83.58 to recover possession of the dwelling rent, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period; (3) you may represent attorney fees and court costs as may be applicable; or (3) at our option, we may extend the lease Contract term—for up to one month from the date of notice to leave—by delivering written notice to you or your occupants or representatives at your continued holdover.

Other Remedies. We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated device. If you default and move out early, you agree to pay us any amounts stated to be rental discounts in paragraph 10 [Special Provisions], in addition to other sums due. Upon your default, we have all legal remedies under state statute. Unless a party is seeking exemplary, punitive, nominal, or punifiable damages, the prevailing party may recover from the non-prevailing party attorney’s fees and all other litigation costs. Attorney fees and all other expenses shall be deemed “costs.” Late charges are liquidated damages for our time, inconvenience, and effort in inspecting late rent (not actual attorney fees and litigation costs). All unpaid amounts bear 18% interest from the amount due, 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. Modified by Addendum; we may either (a) treat the lease as terminated and re-take possession FOR YOUR ACCOUNT; (b) take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action and obtain possession or re-let the apartment and continue to collect rent from you at the same rate. 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 elect.

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 other wise commit a default under this Lease, we may, at our option, enter into a new Lease, which may be substantially identical to this Lease, and terminate the subsequent Lease, even if the subsequent Lease has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

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

General Clauses

33. MISCELLANEOUS. You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with 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 any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, promises or representations that impose security duties or other obligations on us or our representatives unless in writing. Any modifications and changes provided to you relating to the apartment are only approximations or estimates as actual dimensions and sizes vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, breach or place of performance. Our not enforcing or otherwise enforcing written-notice requirements, rental due dates, fees, or other rights is not a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if prior written notice to us from our managers constitutes notice to or from us. Any person giving a notice or demand under this Lease Contract shall contain a copy of the memo, letter or fax that was given. Fax and electronic signatures are binding. All notices must be signed. Exercising one remedy won’t constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, if you have insurance covering the apartment or your personal belongings at the time you or we suffer or sustain a loss, you

and we agree to waive any insurance subrogation rights. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract subordinate or superior to existing and future recorded mortgages, tenant’s option. All Lease Contract obligations must be performed in the county where the apartment is located.

RADON GAS. We are required by Florida Statute 404.056(5) to give the following notification to you. "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department.”

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

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

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Page 7 of 9

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CONSENT TO SOLLICATION. You hereby expressly authorize us, our representative(s), and any collection agency or debt collector (hereinafter collectively referred to as "Authorized Entities") to communicate with you. The communication may be made through any lawful method for any lawful reason related to amounts due and owing under this Lease. You authorize any and all of the communication methods even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

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

OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or 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 terms, 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.

FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, 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 losses and you agree to owe us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

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

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

When Moving Out

36. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the Lease Terms paragraph. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (Release of Resident), Early Move-Out, paragraph 22 (Release of Resident), and/or paragraph 23 (Military Personnel Clause). All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of the Lease Terms paragraph, even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the "Holdover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.

37. MOVE-OUT PROCEDURES. The move-out date can’t be changed unless we and you both agree in writing. You won’t move out before the lease term or renewal period unless all rent for the entire lease term or renewal period is paid in full. You’re prohibited by law from applying any security deposit to rent. You won’t stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fiftieth (50) day period for deposit refund begins. You must give us the U.S. Postal Service, in writing, each resident’s forwarding address.

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

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

40. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You’ll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unpermitted service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke detector and carbon monoxide detector batteries; utilities for repairs or cleaning; trips to set in company representatives to remove your telephone or TV cable services or rental items (if you requested them and have moved out); trips to open the apartment when you or any guest or occupants is missing a key; unrecovered keys; missing or burned-out light bulbs; removing or replacing unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 3.1 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm response to our negligence; animal-related charges under paragraph 27 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late payment and returned-check charges; a charge (not to exceed $100) for owner/manager’s time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney fees, costs, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

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

41. SURRENDER AND ABANDONMENT. Surrender. You have surrendered the apartment when all apartments listed in paragraph 5 (Keys and Furniture) have been turned in where rent is paid.

Abandonment. As set forth in Fl. Stat. s. 83.59(3)(g), 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 one (1) month, and in 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 absent owner.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and give us the immediate right to clean up, make repairs in, and vacate the apartment. You are responsible for any security deposit deductions and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 (Contractual Lien and Property Left in Apartment)), but do not affect our mitigation obligations (paragraph 32 (Default by Resident)).

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

43. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via email if we have communicated by email 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.

IN WITNESS WHEREOF, the parties have caused this Lease Contract to be executed on the date set forth herein.

Dated (same as on top of page 1):

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

SPECIAL PROVISIONS (CONTINUED FROM PAGE 3) Rent is considered late after the close of business on the 2nd day of the month. Late payments must be made by certified funds. After two late payments, the security deposit will be reduced and any future rent by certified funds. A $100 fee will be assessed for any changes made to the lease and/or addenda during the term of this lease. It shall be irrevocably assumed, for purposes of this Apartment Lease Contract, that Resident has not paid rent or any of the charges unless Resident can produce a canceled check, money order, or documentation of electronic payment proving that rent has been paid.

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