HOME Investment Partnerships Program  
Community Development Block Grant  
Rental Assistance Contract

This Tenant Based Rental Assistance contract (the “Contract”) is entered into between the City of North Miami (“Program Administrator”), YMP Center Court, LLC (“Owner”), and Anastasie E. Osam & Dieulifaite Osam and (“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”) and extended through September 30, 2021 (the “extended waiver period”) on December 4, 2020.

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 three (3) months not to exceed Four Thousand Dollars ($4,000.00) 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 September 30, 2021, unless HUD extends the waiver authority provided by the April 10, 2020 Memorandum extended by the December 4, 2020 Memorandum (the “extended waiver period”), 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: 

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>Anastasie E. Osam</td>
<td>✖</td>
<td></td>
</tr>
<tr>
<td>Dieulifaite Osam</td>
<td>✖</td>
<td></td>
</tr>
<tr>
<td>Alicia Osam</td>
<td>✖</td>
<td></td>
</tr>
</tbody>
</table>

5.2 Tenant Obligations
During the term of this Contract, Tenant will:

a) Promptly pay, when due, any portion of the Contract Rent (or other fees due to the Owner under the Lease) not paid by the Rental Assistance Payment; and
b) Comply with the Lease in all material respects; and
c) Promptly notify the Program Administrator of (i) any intention to terminate the Lease and/or vacate the Unit or (ii) the presence of any physical deficiencies in the Unit that present an
immediate danger to health and safety (e.g. electrical shorts, gas leaks, etc.) that have not been addressed by the Owner; and

d) Pursuant to the Lease and the Contract, provide access to the Unit to the Program Administrator, PJ, HUD, or their authorized representatives for the purpose of conducting inspections; and
e) Provide such information or documentation required by the Program Administrator, PJ, or HUD to determine compliance with this Contract, Program requirements, or other applicable federal laws and regulations; and

f) Provide prompt notice to the Program Administrator of the anticipated receipt of other rental assistance from any other source whether public or private, including but not limited to the Section 8 Housing Choice Voucher Program.

SECTION 6 – PROGRAM ADMINISTRATOR ROLE

The Program Administrator will (i) determine Tenant and Owner’s eligibility for participation in the Program, (ii) monitor Tenant and Owner’s compliance with the terms of this Contract, the Program, and HOME regulations, and (iii) provide HOME Assistance to or on behalf of the Tenant as described herein.

The Program Administrator does not assume any responsibility for, or liability to, any person injured as a result of either the Owner or Tenant’s action or failure to act in connection with the implementation of this Contract or as a result of any other action or failure to act by either the Owner or Tenant.

The Owner is not the agent of the Program Administrator and this Contract does not create or affect any relationship between the Program Administrator and any lender to the Owner, or any suppliers, vendors, employees, contractors, or subcontractors used by the Owner in connection with this Contract.

The Program Administrator does not guarantee and is in no way responsible to the Owner for Tenant’s performance under the Lease or for any damages of any sort caused by the Tenant’s action or failure to act under the Lease.

Nothing in this Contract shall be construed as creating any right of:

a) The Tenant to enforce this Contract against the Owner; or

b) The Owner to enforce this Contract against the Tenant; or

c) For either the Owner or Tenant to make any claim against HUD or PJ; or

d) For either Owner or Tenant to make any claim against the Program Administrator other than for the payment of the Rental Assistance Payment due under this Contract.

Other than any rights claimed by HUD to pursue claims, damages, or suits of any sort, nothing in this Contract will be construed to give any third party a right to pursue any claims against HUD, PJ, or the Program Administrator under this Contract.

SECTION 7 – MODIFICATIONS TO LEASE

Notwithstanding any other provisions in the Lease, during the term of this Contract Owner and Tenant mutually agree that:

a) Termination of Tenancy. Any termination of the lease must also comply with all applicable state or local laws, ordinances, regulations, or similar requirements, including as may be applicable emergency orders restricting evictions during declared emergencies or disasters; and

Owner/Representative Initials: [Signature]

Tenant Initials: [Signature]
**SECTION 8 – DEFAULT AND ENFORCEMENT**

**8.1 Default**

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

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

**8.2 Enforcement**

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

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

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

**SECTION 9 – MISCELLANEOUS PROVISIONS**

**9.1 Conflict of Interest**

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Owner</th>
<th>Saprina Higgins</th>
<th>YMP Center Court, LLC.</th>
<th>Owner/Property Manager</th>
<th>Date: 12/30/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner/Landlord Representative Signature</td>
<td>Saprina Higgins</td>
<td>YMP Center Court, LLC.</td>
<td>Owner/Property Manager</td>
<td>Date: 12/30/2020</td>
</tr>
<tr>
<td>Tenant</td>
<td>Anastasie E. Osam</td>
<td>Tenants</td>
<td>Date: 12/30/2020</td>
<td></td>
</tr>
<tr>
<td>Program Administrator</td>
<td>Dieulifaite Osam</td>
<td>Program Administrator</td>
<td>Date: 12/30/2020</td>
<td></td>
</tr>
<tr>
<td>Authorized Representative Signature</td>
<td>Dieulifaite Osam</td>
<td>Program Administrator</td>
<td>Date: 12/30/2020</td>
<td></td>
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</tbody>
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<thead>
<tr>
<th>Approve as to Form and Legal Sufficiency</th>
<th>City of North Miami, a Florida Municipal Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Jeff P.H. Cazeau, Esq. City Attorney</td>
</tr>
<tr>
<td>Date: 12/30/2020</td>
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</tbody>
</table>

| For: Theresa Therilus, Esq. City Manager  | Vanessa Joseph, Esq. City Clerk                      |
| Signature                                | Date: 12/30/2020                                    |

IWO #20-594 (JLW)  
Anastasie & Dieulifaite Osam
### EXHIBIT A: PROJECT SPECIFIC INFORMATION

<table>
<thead>
<tr>
<th><strong>Parties to this Contract</strong></th>
<th></th>
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<tbody>
<tr>
<td><strong>Program Administrator</strong></td>
<td>City of North Miami</td>
</tr>
<tr>
<td><strong>Owner</strong></td>
<td>YMP Center Court, LLC</td>
</tr>
<tr>
<td><strong>Tenant</strong></td>
<td>Anastasie Osam</td>
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</tbody>
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<table>
<thead>
<tr>
<th><strong>Contract Dates</strong></th>
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<tbody>
<tr>
<td><strong>Contract Start Date:</strong></td>
<td>12/30/2020</td>
</tr>
<tr>
<td><strong>Contract End Date:</strong></td>
<td>09/30/2021</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Unit &amp; Lease Information</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unit (Address and Unit #):</strong></td>
<td>14897 NE 18 Avenue, Apt 4-207, North Miami, FL 33181</td>
</tr>
<tr>
<td><strong>Lease Start Date:</strong></td>
<td>01/01/2020</td>
</tr>
<tr>
<td><strong>Lease End Date:</strong></td>
<td>12/31/2020</td>
</tr>
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</table>

**Contract Rent** (total due under Lease): $975.00 per month

<table>
<thead>
<tr>
<th><strong>Rental Assistance</strong></th>
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<tbody>
<tr>
<td><strong>Tenant Contribution:</strong></td>
<td>$ per month</td>
</tr>
<tr>
<td><strong>Rental Assistance Payment:</strong></td>
<td>$975.00 for December (Assistance up to 3 months)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th><strong>Payment Information</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rent Payable to:</strong></td>
<td>YMP Center Court, LLC</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong></td>
<td>4500 N State Road 7, Suite 100, Fort Lauderdale, FL, 33319</td>
</tr>
<tr>
<td><strong>Electronic Payment Instructions</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Financial Institution:</strong></td>
<td>N/A Check will be issued to Landlord/Owner</td>
</tr>
<tr>
<td><strong>Routing Number:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Account Number:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Account Holder Name:</strong></td>
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</tbody>
</table>
EXHIBIT B: EXISTING LEASE

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

Date of Lease Contract: December 19, 2019

This is a binding document. Read carefully before signing.

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

Anna R. Osam, Dieulafaitse Osam

(name of apartment community or title holder). You've agreed to rent Apartment No. 4-207 at 14897 NE 18th Avenue

(street address) in North Miami (city), Florida 33161 (zip code), for use as a private residence only. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guarantee for each guarantor is attached.

The Owner or Manager of these apartments is

whose address is

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

Alicia Osam

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

3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS. The initial term of the Lease Contract begins on the last day of January 2020 and ends at 11:59 p.m. the last day of December 2020. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by this paragraph and paragraph 36 (Move-Out Notice). If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 36 (Move-Out Notice), you acknowledge and agree to pay liquidated damages in the sum of $915.00 (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575(2).

The liquidated damages amount is exclusive of any insufficient notice under this paragraph and paragraph 36 (Move-Out Notice), and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 60 days before the end of the lease term if the lease will not be renewed.

Month-to-Month Tenancies: In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15 (Rent Increases and Lease Contract Changes), inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice no less 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 month, the landlord retains the right to terminate the lease at the end of the month by giving 15 days' notice.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $1300.00 due on or before the date this Lease Contract is signed. Any security deposit or advance rent paid is being held in one of the following three ways as indicated below (Landlord check one option):

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

whose address is

☐ 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 7.5 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

☐ 3. In a commingled account at the following bank:

whose address is

provided that the landlord posts a survey 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.
provisions are intended to...ed damages since the added costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

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

7. UTILITIES. We will pay for the following items, if check...

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

You will pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You, also, are not allowed to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are metered 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 ordiances.

Residents shall not burn the apartment chimney or use any ovens which were intended for use in cooking.

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

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquakes, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we require all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renters' insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We are required to pay personal liability insurance for your personal property and/or personal injuries due to theft, fire, rain, flood, hurricane, wind damage, water damage, pipe leaks and the like. Additionally, you are required to purchase personal liability insurance that is not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

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

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with these 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 our property which was damaged or repaired by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.
10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See special provisions on the last page

See any additional special provisions.

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

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, or repair of property or cost of repairs or service in the apartment or apartment community due to (a) violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn’t be mitigated by your action or inaction. You’ll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. Unless the damage or wastewater stoppage is due to our negligence, you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

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

13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment or common areas associated with the apartment is (unless exempt under statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subjected to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

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

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

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written amendment or addition signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (with necessity of your signature) unless you give us written move-out notice under paragraph 36 (Move-Out Notice).

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

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

17. DISCLOSURE RIGHTS. If someone requests information on you or your criminal 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.

While You're Living in the Apartment

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

19. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, spas, saunas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or any other liquid fuel; or be without our prior written approval; cook on balconies or outside;
or solicit business or contributio

ing any kind of business

[Including child care services] in your

dom in or the apartment

community is prohibited—except that any lawful business conducted "at home" by computer, mail, phone, or other means is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate:

(1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You’ll be liable to us for damage caused by you or your guests or occupants.

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

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if any non-tenant is registered as a sex offender in any state. Inquiring of a criminal conviction or sex offender registry does not waive our right to evict you.

20. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities:

behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disturbing or harassment; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities bringing hazardous materials into the apartment community; or injuring our reputation by making false allegations against us to others. You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, 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 person on the premises. If requested by us, you agree to conduct all further business with us in writing. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law.

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

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks, or stands; or
(3) has no current license plate or vehicle registration and/or inspection sticker; or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or vacated the apartment; or
(6) is parked in a marked handicap space without the legally required handicap insignia; or
(7) is parked in space marked for manager, staff, or guest at the office; or
(8) blocks another vehicle from exiting; or
(9) is parked in a fire lane 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 retail parking space.

22. RELEASE OF RESIDENT. You’re entitled to terminate your tenancy under paragraphs... (16) Delay of Occupancy, (17) Military Personnel Clause, (18) Responsibilities of Owners, (19) Move-Out Notice, or if you don’t renew the Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. MILITARY PERSONNEL CLAUSE. Any “servicemember” as defined in Fla. Stat. § 803.85(16) and Fla. Stat. § 550.11 may terminate his or her tenancy by providing us with written notice of termination to be effective on the date stated in the notice that is at least 30 days after our receipt of the notice if the criteria as specified in Fla. Stat. § 803.85 are met. Your notice to us must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember’s commanding officer.

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

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

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

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

Crime or Emergency. Dial 911 or immediately call local medical emergency for fire, or police personnel in case of accident, fire, smoke or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we’re not liable to you or your guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We’re not obliged to furnish
security personnel, security ligitty gates or fences, or other forms of security. If you have, at your own risk and expense, installed control devices or security measures upon the premises or the project that are an effective control against the crime or to reduce the risk of crime on the property. You will notify the police department of the new security devices. We have not reviewed the security devices or measures. They are not a guarantee against crime or to reduce the risk of crime on the property. You are responsible for obtaining the necessary-permit city and state fire departments, health and safety departments, and other related agencies. We will not be liable for any injuries or damages that occur as a result of the use of the security devices or measures.

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

- Sprinkler System in apartment
- Smoke detector
- Carbon monoxide detector
- Fire extinguisher
- Other: (Describe)

Building, Housing, or Health Codes. We will comply with the requirements of applicable building, housing, and health codes. If there are any applicable building, housing, or health codes that require that we maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and permit the property in a reasonable condition. We are not responsible for the repair of conditions caused or created by the negligent or wrongful acts or omissions 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, safety, or welfare of ordinary persons. We disclaim all implied warranties. You will be an inventory and condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, maintenance, or improvements to the premises or any portions of the premises which are owned by us. You may install temporary temporary equipment, permits, or other equipment which are approved by us in writing. We will permit a reasonable number of small items for hanging pictures or shelves. You may not install or use any equipment, devices, or other items that are approved by us in writing.

27. ANIMALS. No animals (including domestic animals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or common areas of the apartment community unless we give written permission. If you have any questions regarding the policy, please contact us in writing. We will give you written permission to have an animal if it will not be a danger to you, your guests, or other tenants. We will also require that you have the necessary permits, licenses, and insurance.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. If you or any occupant needs to send a request or request—for example, for repairs, installations, services, or security-related matters—it must be submitted through either the online tenant maintenance portal or signed and delivered to our designated representative (except in case of fire, smoke, gas, explosion, overflow, sewage, uncontrollable running water, electrical shorts, or fire in progress). Our written notes on your oral request do not constitute a written request from you.

Our compliance with or response to any oral or written request regarding security or non-security matters is subject to the strict requirement for written notice under this Lease Contract. You must promptly notify us in writing of any repair or maintenance problems, electrical problems, malfunctioning lights, broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably within substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities are damaged, we may provide temporary or permanent repairs. If temporary or permanent repairs are ordered, we will not be responsible for any increase in your utility costs. If temporary or permanent repairs are ordered, we will not be responsible for any decrease in your utility costs. If temporary or permanent repairs are ordered, we will not be responsible for any changes in the quality of your utility service.

If we believe that fire, earthquake damage, or other disasters have damaged the property, mold and mildew, or any habitability issues, we will repair the property. If the property is damaged, we will repair the property. If you have any questions regarding the policy, please contact us in writing. If you do not agree with the repairs or the manner in which they are performed, you may appeal to the appropriate authorities. If you do not agree with the repairs or the manner in which they are performed, you may appeal to the appropriate authorities. If you do not agree with the repairs or the manner in which they are performed, you may appeal to the appropriate authorities.

If you or any guest or occupant violates animal restrictions (including those prohibited by this Lease Contract), you will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (or without our consent), we will charge you for decontamination, deodorizing, and cleaning. If an animal has been in the apartment at any time during your term of occupancy (or without our consent), we will charge you for decontamination, deodorizing, and cleaning. If an animal has been in the apartment at any time during your term of occupancy (or without our consent), we will charge you for decontamination, deodorizing, and cleaning.
28. WHEN WE MAY ENTER. Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the purposes of inspection; to deliver or receive mail or packages; to maintain, repair, or perform pest control; to prevent maintenance or safety hazards; (2) entering the unit to make repairs; (3) entrance at reasonable times for the purposes listed in (2) below. If nobody is in the unit, then such persons may enter peacefully and at reasonable times by duplicate master key or by breaking a window or other means when necessary in emergencies.

(1) we provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and

(2) entry is for: responding to your request; making repairs; or replacing: estimating costs for repairs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke detectors and carbon monoxide detectors; retrieving unrecovered tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconditioning, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window covers; stopping excessive noise; removing health or safety hazards (including hazardous materials); or items prohibited under our rules; removing perishable foodstuffs if

Replacements

30. REPLACEMENTS AND SUBLETTING. If you agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve the replacement resident.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Agreement with or without an increase in the total security deposit; or (2) the remaining and replacement residents

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

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

(a) you must make a written request for repair, 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. The violation is not corrected within seven (7) days after delivery of the notice.

(b) if our failure to comply with Florida law or with the material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

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

32. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Agreement including but not limited to the following violations:

(1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Agreement, apart from rules, or fire, safety, health, or criminal laws, regardless of whether a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state laws; or (6) any illegal drugs or paraphernalia are found in your apartment.

Termination of Rental Agreement - Your Failure to Pay Rent Due. If you default by failing to pay rent when due and the default continues for three (3) days, you are in default, and court-ordered 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 the rent will constitute a violation of this lease and will have the same effect as a violation of the lease.

If the demand is not paid or the premises are vacated within three (3) days, we may terminate the lease by delivering a written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within seven (7) days of delivery of the notice, we may terminate the lease.

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of a similar nature within a (3) month period, you may terminate your lease without any further 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 also reserve all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of an order of possession, or subsequent re-letting does not release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; and (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.38 to recover possession of the dwelling. We will also assess (at our sole discretion) in addition to holdover rent due to your continued possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, we may also pay the rent due to any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney’s fees, and all other litigation costs. Attorney fees and all other expenses shall be deemed “costs”. Late charges are liquidated damages for

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 formation, content, interpretation, or effect of this Lease Contract 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. The information contained in this Lease Contract is true to the best of our knowledge. 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 liability and non-duties apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgage, at lender’s option. All Lease Contract obligations must be performed in the county where the apartment is located.

RADON GAS: We are required by Florida Statute 408.056(5) to give the following notification to you. "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department."

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

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

Consent to Solicitation. You hereby expressly authorize us, our representative(s), and any collection agency or debt collector (hereinafter collectively referred to as the "Authorized Entities") to communicate with you. The communication may be made through any lawful method for any lawful reason related to amounts due and owing under this Lease. You authorize any and all of the communication methods even if you will 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 addenda are at our sole and absolute discretion. You affirmatively state that you are not a criminal sex offender.

Obligation to vacate. We provide you with a notice to vacate or, if you provide us with a written notice to vacate or intend to move-out in accordance with the Lease Terms paragraph and, we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable with the cable provider for such purposes.

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

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

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

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

When Moving Out

36. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative a written notice of your intention to vacate the property as required by the paragraph 3 (Lease Term and Termination Notice Requirements). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 22 - Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 22 (Release of Resident), and paragraph 23 (Military Service) provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term and Termination Notice Requirements), even if you move by the last date, 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 or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You’re prohibited by law from applying any security deposit to rent. You won’t stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us the U.S. Postal Service, in writing, each resident’s forwarding address.

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

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

SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You’ll be liable for the following charges. If applicable: unpaid rent; unpaid utilities; unreimbursed service charges; damages to property caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unauthorized 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 let in company representatives to remove your telephone or TV cable services or rental items (if you start the service and then cancel); trips to open the apartment if you’ve been locked out; residents and/or guests missing a key; unreturned keys; missing or burned-out lightbulbs; replacing or cleaning unauthorized control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 (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 charges unless due 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’s fees, court costs, and filing fees actually paid, and other such sums due under this Lease Contract.

You’ll be liable to us for any charges for replacing all keys and access devices referenced in paragraph 5 (Keys 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 apartment keys and access devices listed in paragraph 5 (Keys and Furniture) have been turned in when rent is paid.

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

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and give us the right to clean up, make repairs in, and relet the apartment. Determine 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)).
42. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

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

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

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

Resident or Residents (all sign below)

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

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

14797 NE 18th Ave.
North Miami, FL 33181
(305) 857-7272

Name and address of locator service (if applicable)

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

12/19/2019

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