

# 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”), **Gator Manor Court LTD** (“Owner”), and **Vicky Sajousse** (“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**

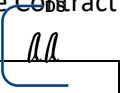
The term of this Contract commences on the Contract Start Date and ends on the earliest of (i) the “**Contract End Date**” identified in Exhibit A, (ii) the date upon which the Lease expires or is terminated, or (iii) the date upon which this Contract is terminated by the Program Administrator as a result 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 ~~Leases~~

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:

| Name (First, M., Last) | Party to Lease                      | Minor/Under 18           |
|------------------------|-------------------------------------|--------------------------|
| Vicky Sajousse         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

### 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:

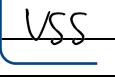
- a) The Tenant to enforce this Contract against the Owner; or
- b) The Owner to enforce this Contract against the Tenant; or
- c) For either the Owner or Tenant to make any claim against HUD or PJ; or
- d) For either Owner or Tenant to make any claim against the Program Administrator other than for 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:  Tenant Initials: 

## **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**

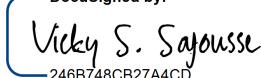
- a) The Contract contains the entire agreement between the Owner and Program Administrator and between the Tenant and Program Administrator.
- b) In the event of a question about the meaning or interpretation of any provision, requirement, or term in this Contract, the Contract shall be interpreted 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.

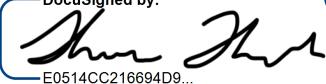
|              |  |   |                |
|--------------|--|---|----------------|
| <b>Owner</b> | DocuSigned by:<br><br>Amanda Arencibia<br>C2C513DE88BC4B6...<br>Owner/Landlord Representative Signature | Amanda Arencibia<br>Gator Manor Court LTD<br>Owner/Property Manager | Date: 1/4/2021 |
|--------------|--|---|----------------|

|               |   |                          |                |
|---------------|---|--------------------------|----------------|
| <b>Tenant</b> | DocuSigned by:<br><br>Vicky S. Sajousse<br>246B748CB27A4CD...<br>Signature | Vicky Sajousse<br>Tenant | Date: 1/4/2021 |
|---------------|---|--------------------------|----------------|

|                              |  |   |               |
|------------------------------|--|---|---------------|
| <b>Program Administrator</b> | DocuSigned by:<br><br>Alberte Bazile<br>B08C99AB13E54BA...<br>Authorized Representative Signature | Alberte Bazile<br>Program Administrator | Date 1/4/2021 |
|------------------------------|--|---|---------------|

**Attest:** **City of North Miami, a Florida Municipal Corporation**

|   |  |               |
|---|--|---------------|
| <b>Approve as to Form and Legal Sufficiency</b> | DocuSigned by:<br><br>Jeff P.H. Cazeau, Esq.<br>City Attorney | Date 1/4/2021 |
| Signature                                       |  |               |

|   |   |               |
|---|---|---------------|
| For: <br>Signature | DocuSigned by:<br><br>DS<br>Theresa Therilus, Esq.<br>City Manager | Date 1/6/2021 |
| E0514CC216694D9...  |   |               |

|                    |   |               |
|--------------------|---|---------------|
| Signature          | DocuSigned by:<br><br>Vanessa Joseph, Esq.<br>City Clerk | Date 1/6/2021 |
| BB47A3B4B262492... |   |               |

## EXHIBIT A: PROJECT SPECIFIC INFORMATION

| Parties to this Contract  |   |  |
|---|---|--|
| <b>Program Administrator</b>  | City of North Miami   |  |
| <b>Owner</b>  | Gator Manor Court LTD   |  |
| <b>Tenant</b>   | Vicky Sajousse  |  |
| Contract Dates  |   |  |
| <b>Contract Start Date:</b> 1/6/2021  | <b>Contract End Date:</b> 09/30/2021                              |  |
| Unit & Lease Information  |   |  |
| <b>Unit</b> (Address and Unit #): 13890 NE 3 Court, Apt 318, North Miami, FL 33161  |   |  |
| Lease Start Date: 06/01/2019  | Lease End Date: 05/31/2020  |  |
| <b>Contract Rent</b> (total due under Lease): \$1,010.00 per month  |   |  |
| Rental Assistance   |   |  |
| <b>Tenant Contribution:</b> \$ per month  | <b>Rental Assistance Payment</b> \$2,020.00 (November & December) |  |
| Rental Assistance from Other Programs   |   |  |
| Is other rental assistance (e.g. Section 8/State/Local funds) received? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |   |  |
| If yes, monthly amount of \$0.00 paid to <input type="checkbox"/> Tenant or <input type="checkbox"/> Owner from (source):                   |   |  |
| Payment Information   |   |  |
| Rent Payable to:  | Gator Manor Court LTD   |  |
| Mailing Address:  | 13890 NE 3 Court, North Miami, FL, 33161                          |  |
| <b>Electronic Payment Instructions</b>  | Financial Institution:  | N/A Check will be issued to Landlord/Owner |
|   | Routing Number:   |  |
|   | Account Number  |  |
|   | Account Holder Name:  |  |

**EXHIBIT B: EXISTING LEASE**

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

## Lease Agreement Cover Page

Date: April 21, 2020

**APARTMENT COMMUNITY:** Gator Manor Court LTD, hereinafter referred to as "Landlord or Lessor",  
**LANDLORD'S ADDRESS:** 13890 NE 3<sup>rd</sup> Ct, North Miami, FL 33161

|   |                       |                          |  |
|---|-----------------------|--------------------------|--|
| Apartment Address:<br>13890 NE 3 <sup>rd</sup> Ct, North Miami,<br>FL 33161 | Unit #:<br>318        | M/I Date:<br>Renewal     | Initial Lease Term <u>12</u> months<br>Beginning <u>06/01/2020</u><br>Ending <u>05/31/2021</u> |
| Monthly Rent:<br>\$1010.00  | Late Fee:<br>\$100.00 | Prorated Rent:<br>\$0.00 | Redecoration<br>Fee: N/A<br><br>Prepared By:<br><i>Amanda Arencibia</i>                        |

**TOTAL MONTHLY RENT** as indicated above is comprised of the following:  
 Base Rent: \$1010.00 ;      Parking: N/A

|                                  |                 |   |
|----------------------------------|-----------------|---|
| Security<br>Deposit<br>\$1500.00 | Pet Fee:<br>\$0 | Location of Security Deposit:<br>City National Bank |
|----------------------------------|-----------------|---|

**ADD ANY CONCESSION HERE**

**REFER TO CONCESSION ADENDUM**

Resident agrees that any concession received  
will be paid back to the Landlord in the event the term of this lease is not fulfilled.

**RESIDENTS:** hereinafter referred to as "Resident or Lessee,"

| NAME           | DATE OF BIRTH |
|----------------|---------------|
| Vicky Sajousse | 08/12/1993    |
| Adline Chery   | 07/30/1973    |
|                |               |
|                |               |

with the following people as occupants:

| NAME | DATE OF BIRTH |
|------|---------------|
|      |               |
|      |               |

Lessor has delivered and Lessee has accepted those addenda and/or contracts indicated below:

|   |   |
|---|---|
| <input checked="" type="checkbox"/> Lead Based Paint Disclosure | <input checked="" type="checkbox"/> Rules and Regulations                             |
| <input checked="" type="checkbox"/> Lock Out                    | <input checked="" type="checkbox"/> Early Termination/Liquidated<br>Damaages Addendum |
| <input checked="" type="checkbox"/> Utility Addendum            | <input checked="" type="checkbox"/> Bed Bug Addendum                                  |

**SPECIAL PROVISIONS:**

|  |  |
|--|--|
|  |  |
|  |  |

**Please make checks payable to  
Gator Manor Court**

**THIS** Residential Lease Agreement was made and entered into on the date set forth hereinabove, by and between the parties, stated above, with Residents listed jointly and severally if more than one;

**1. DEMISE.** In exchange for valuable consideration including, without limitation, the promise by Resident to pay landlord the rental payments set forth herein, and the performance by Resident of all other terms, conditions and covenants contained in this residential lease agreement as well as any addenda hereto (any and all such addenda are incorporated herein by reference and made a part hereof) Landlord agrees to lease to Resident and Resident agrees to lease from Landlord the Apartment at the address described above.

**2. TERM.** The term of this Lease shall be for the period set forth above. The fact that Resident occupies the premises prior to the term of this Lease as defined in paragraph hereinabove shall in no way affect the term of this lease.

Performance of all obligations, covenants and conditions shall be due from both manager and resident as of the move-in date. In the event that the subject demised premises is not available to Resident for occupancy on the commencement date of this Lease as aforesaid due to construction delays or the failure of a prior resident to timely vacate the premises, or for any other reason beyond the control of the Landlord, the Landlord shall not be liable to Resident for any damages arising from same, and this lease shall remain in full force and effect. In such event, however, the Resident shall not be responsible for paying rent to Landlord on a prorated basis for those days during the first calendar month of occupancy that the subject demised premises was not available for occupancy by Resident. Upon the failure of Landlord to deliver possession to Resident within ten (10) days after written demand by Resident, Resident may declare this Agreement null and void and of no force or effect from its inception and Landlord shall refund to Resident any security deposit and/or other amounts paid Landlord by Resident in conjunction with this Lease Agreement only.

**3. RENT.** The Resident agrees to pay to Landlord in advance at the commencement date of this Lease and thereafter on the first day of each and every consecutive calendar month thereafter, by personal check, money order or cashier's check, the monthly rental amount set forth hereinabove. It is agreed that at no time shall cash be accepted by Landlord for payment of rent. The Landlord will not accept more than one personal check for payment of the rent even if there is more than one resident. Landlord shall not accept payment of rent from a non-resident. For purposes of this Lease Agreement it shall be irrefutably presumed that Resident has not paid rent unless Resident can produce a canceled check or money order purporting to prove rent has been paid to Landlord. If this Lease commences on a date other than the first day of the month, the Resident shall be responsible for paying Landlord a prorated amount of said rent based upon the actual number of days in the first month of the tenancy that Resident occupied the Apartment. This amount shall be payable in advance to Landlord. All late fees and returned or dishonored check fees referred to in paragraph four (4) of this Agreement shall be deemed as additional rent for the purposes of this Agreement. Landlord may proceed with an action for possession and breach of contract at the expiration of the Three Day Notice. If Resident will be absent from the premises for more than fourteen days, Resident must notify Landlord in writing.

**4. LATE PAYMENT AND RETURNED CHECKS AND CHARGES:**

- a. A One Hundred Dollars and no/100 (\$100.00) sum will be due as a late fee for rent received after 6:00 p.m. on the third (3<sup>rd</sup>) day of the month. Late fees will be due even if rent remains unpaid and Landlord proceeds with an eviction and breach of contract action.
- b. One Hundred and no/100 (\$100.00) will be due for each dishonored check. Late fees will also be applied if rent is paid with a dishonored check.
- c. Landlord reserves the right to require all payments received after the due date to be made by money order, cashier's check or certified check.
- d. Resident agrees that any check dishonored by the bank shall be redeemed from Landlord by Resident in full, including all charges as aforesaid, by cashier's check, money order or certified check within twenty-four (24) hours of delivery of written demand by Landlord. Any dishonored check which is returned and/or redeemed after the date rent is due under this lease shall be deemed delinquent and such rental payment shall be subject to the late fee and penalties set forth herein. In addition, Resident shall pay to Landlord any and all costs incurred by Landlord in the collection of any dishonored check. Returned checks shall not be re-deposited.
- e. In the event two checks are dishonored, Resident agrees to pay all future rent and other charges by cashier's check, certified check, or money order. Landlord shall not accept personal checks thereafter.
- f. All such charges set forth in the preceding sections of this paragraph four (4) shall be deemed additional rent for purposes of this lease agreement and Landlord shall be required to give Resident statutory three day notice and not a seven day notice for payment of same. It is agreed and understood that Landlord is under no obligation to accept payment of rent and/or additional rent as defined hereinabove after expiration of the statutory three-day notice period for nonpayment of rent.

**5. SECURITY DEPOSIT.** Resident agrees to pay to the Landlord a security deposit as indicated on page one prior to occupying the premises for Resident's fulfillment of the terms and conditions of this Agreement. Resident's failure to pay the deposit as indicated above for any reason whatsoever will be considered a material breach of this agreement. The deposit will be returned to Resident within thirty (30) days after the Apartment is vacated if the following terms and conditions have been fulfilled:

- a. Complete vacation of the entire premises by Resident and occupants on or before the date specified in the required written notice per this lease or Florida Statutes.
- b. Payment by Resident of all rent required under the Lease, up to and including the date of expiration or termination of the term of the Lease.
- c. Thorough cleaning of the premises, including, but not limited to, all kitchen appliances (refrigerator, oven, range, dishwasher), baths, carpet, tile, walls, closets/storage areas, patios/balconies, etc., so as to be in the same condition as same were in on the commencement date of the term of the Lease, normal wear and tear excepted.
- d. An absence of defect in or damage to the premises, whether caused by Resident, pets, or otherwise, unless included on the written list of damages and defects as set out in Resident's Lease.

- e. Observance and performance by Resident of all of the other covenants and obligations of Resident under the Lease, from the date of commencement of the Lease up to and including the date of expiration or termination of the term of this Lease, or up to and including the final day of the Lease.

- f. Observance and performance by Resident of all rules and regulations pertaining to Resident under the Lease,

- g. including without limitation, those rules and regulations pertaining to pets.
- g. PROVISION BY RESIDENT(S) TO LANDLORD OF SIXTY DAYS WRITTEN NOTICE PRIOR TO THE DATE OF EXPIRATION OF THE TERM OF THE LEASE. Failure to provide a full sixty-days notice of intent to vacate shall result in the Resident being charged for the balance of the notice period an amount based on the daily pro-rata rental amount, such amount not to exceed two months' rent. Such charge shall be considered liquidated damages under this lease agreement.
- h. Provision by Resident to Manager in writing of Resident's forwarding address.
- i. The deposit may be applied by Landlord to satisfy all or part of Resident's obligations hereunder and such application shall not prevent Landlord from claiming damages in excess of the deposit. It is hereby expressly understood that no part of the security deposit is to be construed as a prepayment of rent by Resident.

The security deposit given by Resident to Landlord pursuant to this paragraph shall be held by Landlord in a non-interest bearing account at the financial institution indicated on the Cover Page.

**YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICE REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.**

**YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.**

**6. FAILURE TO COMPLY.** Resident agrees that the Resident shall be responsible to Landlord for the rent accruing hereafter even if Resident fails to occupy the subject demised premises. Resident further acknowledges that Resident consents to the application of the security deposit by Landlord in the event that Resident does not occupy the Apartment, to cover Landlord's costs in preparing the Apartment for rental and re-renting the Apartment, together with any and all damages for unpaid rent accruing from the commencement date of this Lease up through the date that Landlord is able to relet the property, provided, however, that reletting is on terms equal to or more favorable to Landlord than the terms and conditions set forth in this Lease.

**7. CONDITION OF THE APARTMENT UPON MOVE-IN.** Upon commencement of occupancy, Landlord shall furnish light bulbs of prescribed wattage for light fixtures located in the Apartment, thereafter light bulbs shall be replaced by Resident with similar light bulbs of the prescribed wattage. The Resident agrees that prior to Resident taking possession of the subject demised premises, Resident shall make an initial walk through of the Apartment with an agent of Landlord and at such time the Resident and the Landlord shall so note on a move-in report any and all problems or deficiencies in the Apartment that the Landlord shall be reasonably required to repair. The Resident agrees that other than those items set forth on the move-in report, the Resident shall accept the Apartment as is. Reasonable repairs for purposes of this paragraph shall be those repairs that are required in order to render the Apartment habitable. The Landlord shall make all such repairs with reasonable promptness after said move-in report is executed.

**8. LEASE EXPIRATION AND MONTH TO MONTH.** Resident or Landlord may terminate this lease at the end of the initial Lease Term by giving the other party written notice of termination no later than sixty (60) days prior to the end of the initial lease term. If Resident fails to give notice as required and vacates the premises at the end of the lease term, Resident will be charged for the balance of the notice period in an amount based on the daily pro-rata rental amount, such amount not to exceed two months' rent. Such charge shall be considered liquidated damages under this lease agreement.

If neither party so gives notice, this Agreement will be extended on a month-to-month basis upon the same terms and conditions as contained herein, except that the rent payable hereunder shall be increased by One Hundred Dollars (\$100.00) per month. At the time this Lease expires, if notice has been given by either party, Landlord shall have the right during the last thirty (30) days of the term of the Lease to enter the Apartment without notice at all reasonable times in order to show the premises to prospective Residents. Either party may terminate a month-to-month tenancy by giving the other party written notice of termination no later than fifteen (15) days prior to the end of the monthly rental period. Failure of the Resident to give notice to vacate the premises as a month-to-month resident as required under this lease or the Florida Statutes will result in the Resident being charged an amount equal to one month's rent which shall be considered liquidated damages. All month-to-month fees under this lease agreement shall be considered additional rent.

If either party gives notice of termination of the Lease, and Resident fails to completely vacate the Apartment by the date set forth in the notice, Resident shall be liable, in addition to all other damages provided for under the Lease and Florida law, for double the daily rental based on a proration of the monthly rental provided for in the Lease for each day Resident continues in possession of the Apartment.

**9. SUBLET.** Resident may not sublet the Apartment or assign this Lease without the prior written consent of Landlord. In the event Landlord allows subletting or an assignment of Resident's rights and interest hereunder, Resident shall nevertheless remain liable to Landlord for all terms, conditions and covenants of this residential lease agreement, including, but not limited to, the payment of rent.

**10. UTILITIES.** Landlord shall furnish, as part of the Lease Agreement, the following utilities: NONE. If the cost to Landlord of providing any of said utilities increases for any reason during the term of this Agreement, Resident shall pay as additional rent its share of such increase allocable to the Apartment commencing thirty (30) days after delivery to Resident by Landlord of written notice for same. Under no circumstances shall Landlord be responsible to Resident for any interruption in furnishing services. The Resident is responsible for changing the electricity into

Resident's name prior to move-in. If such is not completed, the Resident authorizes the landlord to deduct any utility charges paid on Resident's behalf from the security deposit.

Landlord may modify the method by which utilities are furnished to the premises and/or billed to Resident during the term of this Lease, including, but not limited to, submetering of the premises for certain utility services or billing Resident for utilities previously included within the rent. In the event Landlord chooses to so modify utility service to the premises, Landlord shall give Resident not less than thirty (30) days prior written notice of such modification. Nothing contained herein shall be deemed a waiver of any rights of Resident arising under law based upon the wrongful failure of Landlord to furnish utility services as required herein.

**11. PROPERTY LOSS.** Landlord shall not be liable for any damages or losses to person or property caused by persons other than Landlord. Landlord shall not be liable for personal injury or damage or loss to Resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, or other causes whatsoever, whether caused by negligent acts of Landlord, its agents or servants or otherwise. **We strongly recommend that Resident secures insurance to protect Resident and Resident's property.** Landlord's property insurance does not cover risk of loss to any of Resident's property. Also, if any of Landlord's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not required of Landlord under this Agreement, such employee shall be deemed as an agent of Resident regardless of whether or not payment is made by Resident for such service. Resident agrees to hold harmless and indemnify and defend Landlord from any and all liability arising in any way whatsoever from the rendering of such service.

**12. RIGHT TO ACCESS.** Landlord shall have the right to enter the Apartment at any reasonable time, without notice for inspection, maintenance and pest control. In case of emergency, Landlord may enter at any time to protect life and prevent damage to property. Resident shall not change the locks to the premises without Landlord's written consent and provision of a copy of a key to the Landlord.

**13. USE/OCCUPANCY.** The Apartment shall be used for residential purposes only and shall be occupied only by the persons named on this lease. Resident agrees not to permit any person not listed on the lease to occupy the Apartment more than fourteen (14) days and nights during the full term of the lease. Resident agrees to abide by all municipal and state laws and ordinances so as not to create a nuisance and not to conduct or initiate activities, which would increase the rate of insurance on the premises. Resident shall be responsible for the conduct of Resident, any and all occupants of the Apartment, as well as Resident's agents, invitees and guests. In its sole discretion, the Landlord may request any guest or invitee of the Resident to leave the Apartment Community if the Landlord believes, in its sole opinion, that the guest or invitee is creating a nuisance. Any prior resident or occupant that leaves the Apartment Community while still owing money to the Management Company or owner or who has been evicted from the property is not permitted to return to the Apartment Community. Any such person shall be considered unauthorized and the Resident that permits the presence of such person shall be in material violation of the lease agreement.

**14. INDEMNIFICATION.** Resident agrees to reimburse Landlord promptly for the cost to Landlord for property damage to the Apartment and the common areas of the Community, including, without limitation, the cost of repairs or service (including plumbing trouble) caused by Resident's negligence, intentional acts and/or improper use by Resident, occupants, guests or invitees including failure to maintain the premises as obligated in paragraph 15 below. Resident shall be responsible for any such damage resulting from windows or doors left open. Resident acknowledges and understands that smoking inside the apartment can cause severe damages to the apartment structure, appliances, ventilation and heating/cooling system. Resident is responsible for any and all damages due to smoking inside the apartment premises. Payment of all amount due Landlord under this provision or the agreement is due and payable within SEVEN (7) days of delivery of written notice to Resident under Florida Statute 83.56(2)(b). Failure of the Resident to pay for damages as required will be considered a material breach of this lease agreement. Furthermore, Landlord reserves the right to immediately terminate the lease agreement with a notice to vacate pursuant to Florida Statute 83.56(2) (a).

**15. MAINTENANCE.** Resident agrees to make maintenance checks at proper intervals on smoke alarms located in the Apartment. Resident agrees to promptly notify the Landlord of any and all defects or damages in the apartment in writing immediately. Resident additionally agrees to clean the air conditioning filter at least once a month. In the event Resident fails to do so, Resident will be responsible for all damages to the air conditioning unit and the apartment structure and contents, including damages as result of ac leaks and/or floods. In the event hot water, heating, air conditioning, plumbing or other equipment shall need repair, and Resident does not notify Landlord in writing of the needed repair or for any reason that is beyond the control of Landlord any such utilities require reduction or cut off, the Landlord shall not be liable for any damage arising out of Landlord's failure to furnish such services.

Resident shall maintain the Apartment, including the fixtures therein, in a clean, sightly and sanitary condition. Resident shall not, without the consent of Landlord, alter, remodel or otherwise change the appearance and/or structure of the Apartment, building or grounds.

**16. EARLY LEASE TERMINATION.**

- a. In the event Resident desires to terminate the Lease before the natural expiration date of the Lease, Resident may cancel this Lease contract provided that all of the conditions below are fully satisfied to Landlord's personal satisfaction. Failure to fulfill all of the conditions to the Landlord's satisfaction will be considered a breach of this agreement pursuant to paragraph 17.
  - 1) Written notice of termination must be received by Landlord not later than thirty (30) days prior to the proposed termination date. Rent must be paid through the termination date. Termination date must be the end of the month. No mid-month termination dates will be accepted.
  - 2) Resident will be responsible for paying rent to the Landlord until the premises are relet. Resident will be responsible for any difference in rent charged to new resident and for paying any concession offered to the new resident. If the rent due exceeds the security deposit held by the Landlord, the security deposit will be applied first to physical damages to the unit, next to unpaid rent due the Landlord and finally to any rent due under the lease while the premises remain unoccupied.
  - 3) Resident must repay any concession received up through the termination date.
  - 4) Upon vacating the apartment the apartment must be left in its original condition, with normal wear and tear excepted.
- b. In the event Resident is a member of the United States Armed Forces and chooses to terminate the lease in accordance with the Florida Statute 83.682, Resident must provide no less than 30 days written notice of

Resident's intent to terminate the lease. Furthermore, such notice must be accompanied by a copy of the Resident's military transfer orders or a letter from Resident's superior officer. Full compliance with the notice requirements of Florida Statute 83.682 is required.

**17. DEFAULT BY RESIDENT.** If Resident fails to pay rent or additional rents when due, or if Resident fails to reimburse Landlord for damages, repairs or plumbing service costs when due under this contract, or if Resident or Resident's occupants or guests materially or repeatedly violates this contract or applicable state and local laws, or if the Resident abandons or surrenders the Apartment prior to the natural termination date of this lease, without fully exercising the cancellation provision contained in paragraph 16, then Resident shall be considered in default of this lease agreement and where applicable Landlord may terminate Resident's right of occupancy by giving Resident notice in writing. Notice may be by mail, posting or personal delivery of Resident's Apartment. Such termination does not release Resident from any obligation or liability for future rentals. If any amounts due Landlord are delinquent, Landlord shall not be obligated to continue utilities, which are furnished and paid for by Landlord. In the event that Resident defaults under the terms of this lease as provided in this paragraph, the Resident shall be responsible to the Landlord for damages in accordance with the terms of the Early Termination or Liquidated Damages Addendum in addition to unpaid rent, late charges, concession received, attorney's fees, and/or fee paid to any collection agency, costs and other special and general damages appertaining thereto. In the event the Resident does not choose the early termination and liquidated damages option in the Addendum, the Resident will be responsible for lost rent and late fees due to the Landlord until the premises are relet. Resident will be responsible for any difference in rent charged to new resident and for paying any concession offered to the new resident. The Landlords, its successors and assigns are hereby given the right to recover said damages from Resident by use of any appropriate legal means. These charges are in addition to all other amounts accruing under the lease, including, without limitation, NSF check charges, utility charges and/or charges for the cost of repair and cleaning of the subject demised premises for wear and tear, damages above normal wear and tear, attorney's fees and costs, and collection expenses and costs.

**18. PETS.** Resident shall not keep any animal, bird or pet of any kind in the Apartment, or on or about the community grounds without prior written consent of Landlord, and without paying Landlord a pet deposit and non-refundable pet fee to be determined by Landlord. Visiting pets are not permitted under any circumstances. This pet deposit shall be treated as an additional premises security deposit and the application of the pet deposit to damages shall not be limited to only those damages caused by Resident's pets. Landlord shall have the right to limit the size and weight of any pets permitted at the property. Furthermore, the Landlord shall have the right to limit the breed or species of pets permitted at the property without notice to the Resident. Service animals and emotional support animals are not considered pets. There is no size or weight limit for service animals or emotional support animals nor is there a pet fee or deposit required, although information on the animal, including a picture, must be provided to Landlord.

I DO NOT HAVE A PET AT THIS TIME.

I DO HAVE A PET

- a. The pet is a \_\_\_\_\_, which is approximately \_\_\_\_\_ pounds.
- b. The pet(s) is / are generally described by the following breed, height, and physical identifying characteristics:
- c. Resident represents and warrants that the above-described pet has been properly licensed and inoculated as required by local law. Resident agrees to maintain such licensing and inoculation of the pet and to furnish thereof promptly, upon request. It is solely the Resident's medical and financial responsibility in the event of a pet bite or other injuries to another person.
- d. The pet shall be kept on a leash at all times when outside the apartment and inside the apartment community.
- e. Resident has paid Landlord the pet deposit amount set forth hereinabove and an additional non-refundable fee securing Resident's performance under this Lease Agreement.
- f. In addition, the non-refundable pet fee, Landlord may deduct from the pet deposit and the security deposit, as stated under the Lease Agreement, all costs and expenses incurred by Landlord in repairing all damages caused by the pet and any other damages resulting from a default of the Lease Agreement.
- g. Resident must pick up after his/her pet. Failure to do so will result in a \$25.00 fine.
- h. Resident shall ensure that the pet does not, at any time, disturb any other resident of the apartment community. If, in the Landlord's sole opinion and discretion, the pet has disturbed or is disturbing any resident or has caused or is causing damage to the apartment or the apartment community, then Resident shall be legally notified. Resident shall have (7) seven days from the receipt of the notice to cure the problem. Upon any recurrence of the problem or improper activity, Resident shall permanently remove the pet from the apartment and community within (7) days of written request. Resident's payment for damage caused by the pet shall not entitle the Resident to keep the pet. Resident's failure to permanently remove the pet as provided above or failure to comply with all other terms of this Lease Agreement shall constitute a default permitting termination of the Lease Agreement.
- i. Except the pet described above, Resident shall not keep any pet in the apartment or within the apartment community. Resident agrees that there will be no visiting pets in the apartment.
- j. Resident's failure to comply with the terms and provisions of this Lease Agreement or violation of any representation or assurance contained in the Lease Agreement shall constitute a default permitting termination of the Lease Agreement.
- k. Pet Policy: One indoor pet per apartment, not to exceed 25 lbs. and 17 inches in height.
- l. Landlord reserves the right to request written verification of height and weight of the pet from a licensed veterinarian of Landlord's choice.

**19. RIGHT TO POSSESSION.** Whenever under the terms hereof Landlord is entitled to possession of the Apartment, Resident will at once surrender same to Landlord in as good condition as at the commencement of this lease, normal wear and tear accepted.

**20. RULES AND REGULATIONS.** It is agreed and understood by Resident that the Landlord may, in its sole discretion, hereafter, reasonably amend, or alter, the attached rules and regulations of the Apartment Community,

without the prior consent of Resident, and that Resident agrees to be bound thereby after receiving written notice of said amendments. All subsequent amendments to the rules and regulations of the Apartment Community shall be deemed incorporated in this lease by reference immediately upon the delivery of same to Resident by Landlord. Resident, all occupants of the Apartment, Resident's family, guests and invitees shall comply with all rules and regulations now or hereafter promulgated by Landlord including, without limitation, the printed rules and regulations, if any, attached hereto and incorporated herein by reference.

- a. Resident agrees to abide by all federal, state, and local laws and ordinances and agrees not to engage in any activity in or about the Apartment community, including common areas, of an illegal nature, purpose or intent.
- b. Resident agrees that Resident, all occupants of the Apartment, Resident's family, guests and invitees shall not be loud, boisterous, disorderly, nor shall they individually or collectively in any way whatsoever disturb the rights, comforts and conveniences of the Landlord, its agents, representatives or employees nor of other residents, guests or invitees at the Apartment Community.
- c. Resident shall not interfere with management in the performance of their duties, nor shall Resident make any threats to any management personnel. Violation of this provision shall be considered a material breach of the lease entitling Landlord to terminate the Resident's right of occupancy immediately.

**21. RADON GAS.** We are required by Florida Statute 404.056(8) to give the following notification to you: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**22. MOLD AND MILDEW.** Resident acknowledges that the apartment unit is located in Florida, which has a climate conducive to the growth of mold and mildew, and agrees to make every effort to reduce the risk of growth of mold and mildew by abiding by the following provisions:

- a. Proper ventilation and dehumidification is essential. Resident agrees to be responsible for properly ventilating and dehumidifying the apartment and the contents to retard and prevent mold and mildew and that the landlord shall not be responsible for damage to the apartment or the personal property contained therein for damages caused by mold and mildew. **LANDLORD RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES INCLUDING TIMES WHEN RESIDENT IS ABSENT FROM THE PREMISES FOR EXTENDED PERIODS OF TIME**
- b. Resident acknowledges that mold growth will occur if the apartment is not properly ventilated. This can be an issue particularly during the colder months when the a/c unit and fans remain off and the windows are kept closed. Resident agrees to properly ventilate the unit even during colder months so as to keep the humidity in the apartment below 50% and to prevent condensation on the windows and window sills.
- c. Resident shall periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets and windows and patio doors using a common household disinfecting cleaner.
- d. On a regular basis, Resident shall wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- e. Resident shall use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all the excessive moisture is vented from the bathroom.
- f. Resident shall use the exhaust fans in kitchen when cooking or while the dishwasher is running, and allow the fan to run until all excess moisture is vented from the kitchen.
- g. When washing clothes in warm or hot water, Resident agrees to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, Resident shall dry with a fan or towel.
- h. Resident agrees not to overfill closets or storage areas. Ventilation is important in these spaces.
- i. Resident agrees not to allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- j. Resident shall thoroughly dry any spills or pet urine on carpeting.
- k. In damp or rainy weather conditions, Resident must keep windows and doors closed.
- l. If possible, Resident shall maintain a temperature between 50 and 80 degrees Fahrenheit at all times.
- m. Resident shall clean and dust apartment home on a regular basis. Regular vacuuming, mopping, and use of environmentally safe household cleaners are important to remove household dirt and debris that contribute to mold growth.
- n. Resident agrees to report immediately to the Landlord any evidence of a water leak or excessive moisture in the apartment home, storage room, garage or any common area.
- o. Resident agrees to report immediately to the Landlord any evidence of mold growth that can't be removed by simply applying a common household cleaner and wiping the area. Also Resident agrees to report any area of mold that reappears despite regular cleaning.
- p. Resident agrees to report immediately to the management office any failure or malfunction with the heating, ventilation and air-conditioning system (HVAC), or laundry system. **RESIDENT WILL NOT BLOCK OR COVER ANY OF THE HVAC DUCTS IN YOUR APARTMENT HOME.**
- r. Resident shall report immediately to the Landlord any inoperable windows or doors.
- s. Resident shall report immediately to the Landlord any musty odors that are noticed in the apartment home

IF RESIDENT FAILS TO COMPLY WITH THIS PROVISION OF THE LEASE, RESIDENTS CAN BE HELD RESPONSIBLE FOR PROPERTY DAMAGE TO THE DWELLING AND ANY PROBLEMS THAT MAY RESULT. Noncompliance includes, but is not limited, Resident's failure to notify Landlord of any mold, mildew or moisture problems immediately IN WRITING. Violations shall be deemed a material violation under the terms of the lease and Landlord shall be entitled to exercise all rights and remedies it possesses against Residents in law or in equity and Residents shall be liable to Landlord for damages sustained to the leased premises. Residents shall hold Landlord harmless for damage or injury to person or property as a result of Resident's failure to comply with the terms of this lease provision.

**23. PARKING.**

- a. Landlord reserves the right to make rules for the use of all parking spaces; to place limitations upon use of parking spaces at any time after the beginning of the term of this lease; to institute a reasonable charge for such use at any time after the beginning of the term; and to make changes in the rules and charges from time to time. Resident understands that if Landlord provides garage accommodations or assigns reserved parking spaces,

such garage accommodations or reserved parking spaces are optional facilities and may not be included in the apartment rent. Garage accommodations or reserved parking spaces may not be furnished to Resident unless a separate written agreement is made between Landlord and Resident.

- b. If the Landlord has provided unassigned parking spaces for which no charge is made, the unassigned parking spaces may be used only by resident and guests on a first-come basis. Resident, Resident's family, agents, employees, guests and invitees must observe all parking regulations as posted or indicated by Landlord and/or local authorities. NO representation is made that sufficient garage or parking space is available for all Residents, or that the present number of parking spaces will always be available.
- c. Parking of vehicles in other than designated parking areas is prohibited. Parking and/or driving on grass or the placement of any type vehicle, motorcycle or motor scooter inside the apartment is strictly prohibited. Resident will not affix any type of vehicle, motorcycle, motor scooter or bicycle to light or signposts or stairwells any place on the property. No boats, trailers, large trucks (defined as having more than (4) wheels) buses, limousines or commercial vehicles or any vehicle that occupies more than one parking space will be permitted on the parking lots, driveways or garages without the prior written permission of Landlord. Landlord may restrict or require all motorcycles, motor scooters and bicycles be parked in areas designated for parking these devices.
- d. The repair, washing and/or testing of motor vehicles and/or their engines anywhere on the premises is strictly prohibited unless Landlord designates a specific location or area for such activities. Resident agrees to remove his/her vehicles from the parking areas or garage promptly upon the expiration or termination of this lease. The parking areas are for use only by properly registered, functioning and authorized motor vehicles.
- e. To the extent Resident's vehicle is not properly registered and/or licensed, or generally appears to be in an inoperable condition (including, but not limited to, vehicles with flat or missing tires), Landlord will provide written notice to Resident of such violations. To the extent the violations are not corrected within 7 days of receipt of written notice, Resident shall appoint Landlord as their agent to have the vehicle towed from the property. However, non-compliance with all other rules and regulations respecting parking shall entitle Landlord to have the vehicle towed immediately, without notice, at owner's risk and expense. In addition, if the vehicle is parked in a manner which is dangerous, unlawful or which otherwise constitutes a nuisance or inconvenience, Landlord may tow said vehicle immediately, without notice, at owner's risk and expense.
- f. Resident hereby irrevocably appoints Landlord as his/her attorney-in-fact to remove any vehicle parked in violation of this lease and to store the vehicle at the cost and expense of Resident, in such place or places as Landlord, in its sole discretion, may deem proper, or to dispose of the vehicle in the manner provided by applicable law. If Landlord uses the services of a private tow operator to relocate Resident's vehicle on the apartment community, Resident agrees to pay the fee associated with such relocation within 7 days of the presentation of a bill. Failure of the Resident to pay such bill to the Landlord shall constitute a material breach of the lease agreement. To the extent a private towing company is requested to ensure compliance with this Lease or the rules and regulations, Resident acknowledges that the towing company is an independent contractor engaged in a non-hazardous occupation, and, therefore, Landlord has no liability resulting from the acts or omissions of the towing company.
- g. Resident agrees to indemnify and hold harmless from claims and all costs and expenses incurred, including, but not limited to, attorney's fees and costs resulting from the towing of motor vehicles belonging to Resident, members of Resident's family, or Resident's agents, employees, guests or invitees, where such motor vehicles are parked in violation of this Lease.
- h. Landlord may modify the method by which parking is furnished at the apartment community or billed to the Resident during the term of this Lease. Landlord may choose also to incorporate assigned parking areas or eliminate any areas currently assigned. In the event Landlord chooses to so modify parking on the apartment community, Landlord shall give Resident not less than thirty (30) days prior written notice of such modification.

**24. NO SECURITY SERVICES.** The Landlord shall not provide nor does the Landlord have any duty to provide for Resident, security services for the protection of the Resident or the Resident's property. The Resident hereby acknowledges that he understands the foregoing, and the Resident shall look solely to the law enforcement agencies of the county or municipality in which the Apartment is located for his protection. It is agreed and understood that the Landlord shall not be liable to Resident for any damages, injuries or wrongs sustained by others, or property of same from criminal or wrongful acts of Landlord, its representatives, agents, employees, or any other persons or entities that may cause harm to Resident resulting from a tortious, criminal or wrongful act by same. In the event that the Landlord elects to hire a security service to patrol or monitor the Apartment Community and common areas, it is understood and agreed that said services are provided exclusively for the protection of the Landlord's property and in no way whatsoever shall it be intended or construed as a waiver by the Landlord of the foregoing, nor in any way whatsoever shall it be construed as creating a duty of the Landlord to protect the Resident.

**25. ATTORNEY'S FEES.** In the event legal action is instituted to enforce this Agreement hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, without limitation, fees and costs incurred in conjunction with any proceeding before any appellate tribunal. In the event Landlord employs the services of a collection agency to collect any money owed Landlord by Resident, Resident shall be responsible to reimburse Landlord upon demand for all costs and fees, whether or not contingent, incurred thereby the Landlord, in addition to all other amounts owed.

**26. MORTGAGEE'S RIGHTS.** Resident's rights under this lease shall, at all times, be automatically subordinate and junior to any existing or future mortgage, deed or trust or other lien applicable to the premises or its contents, which is now or shall hereafter be placed on the property of which the Apartment is a part. If requested, Resident shall execute promptly any document that Landlord may request to verify this subordination agreement.

**27. NOTICES.** Any notice required by this Agreement shall be in writing and shall be posted, hand delivered and/or mailed by registered or certified mail to the Landlord at Landlord's address set forth herein and to the Resident at his Apartment address.

**28. WAIVER.** Failure of Landlord to insist upon strict, timely compliance by Resident with any term of this agreement shall not amount to nor be construed as nor otherwise constitute a waiver by Landlord of Landlord's right thereafter to insist upon strict and timely compliance by Resident of any and all terms and conditions of this agreement,

including, without limitation, any term that may not have been enforced strictly by the Landlord previously. Acceptance by the Landlord of rent after knowledge of any breach of this lease by the Resident shall not be a waiver of the Landlord's right nor construed as an election by the Landlord not to enforce the provisions of this lease pursuant to such a breach. Landlord's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due Landlord, shall not be a waiver of Landlord's right to insist on payment thereof. Landlord may demand same at any time, including move-out or thereafter.

**29. ENTIRE AGREEMENT.** This Agreement, the rental application and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding. The Resident hereby acknowledges and agrees that at no time during the course of discussions and/or negotiation leading up to and including the time of execution of this lease did any representative, agent, or employee of the Landlord make any representations, engage in any discussions of the lease, or otherwise communicate with the Resident, anything that in any way whatsoever contradicts any written term or condition of this lease agreement, nor did the Landlord, any representative, agent or employee of the Landlord make any statements or communications or representations of any nature whatsoever that supplement or in any way whatsoever amend or add any terms or provisions to this lease as written. This Agreement comprises all terms, conditions and agreements of the parties with respect to the subject matter hereof, superseding all prior arrangements or agreements, and except as provided in the rules and regulations in paragraph 21 hereinabove may not be altered or amended except in writing and signed by authorized representatives of each Party hereto.

This Agreement shall not be construed more strongly against any party hereto regardless of who was more responsible for its preparation. This Agreement shall be construed by and enforced with, and the validity and performance hereof shall be governed by, the laws of the State of Florida.

**30. SEVERABILITY.** If any term of the Agreement is found to be contrary to the laws of any jurisdiction having control of its construction, validity or enforcement, or it is found that any term is void or voidable, then said term shall not apply and this Agreement shall be construed as if said term were not present, and there shall be no effect on the remainder of this Agreement as a result of the removal of such term, provided that the general intent of this Agreement is not changed.

**31. DAMAGE OR DESTRUCTION OF PREMISES.** In the event of damage or destruction to the premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, Resident shall immediately notify Landlord. If the damages are such that occupancy of the premises as a whole can be continued, Landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If only part of the premises is rendered unusable by the damage or destruction, the Resident may vacate only that portion of the premises rendered unusable and Resident's rent shall be reduced by the fair market value of the unusable portion of the premises during the period of partial vacancy, provided the damage or destruction was not caused by Resident, and/or occupant, guest, agent or invitee of Resident or occupant, but in all other respects the terms and provisions hereof shall continue in full force and effect. In either event, if the damages resulted from the wrongful or negligent acts of Resident, Landlord may pursue all of its remedies against Resident provided under Florida law. If, in Landlord's opinion, the premises are so damaged or destroyed other than by the wrongful or negligent acts of the Resident so as to substantially impair Resident's enjoyment of the premises, the Lease may be terminated by either Manager or Resident in which event Resident shall vacate the premises within seven days of receiving notice by the other party. In the event the premises are damaged or destroyed so as to substantially impair Resident's enjoyment of the premises due to wrongful or negligent acts of Resident, Landlord may, in addition to Landlord's other remedies under Florida law, terminate this Lease by providing Resident with a Seven Day Notice to Vacate, in which event Resident shall vacate the premises within seven days of receipt of the notice, or without terminating the Lease, require Resident to accept a comparable apartment unit in the Apartment Community for the remaining term of the Lease, in which event all of the terms and provisions of this Lease shall continue in full force and effect in relation to such comparable apartment unit, and Resident shall immediately vacate the Apartment and take possession of such comparable apartment unit.

**32. RESIDENT INFORMATION.** If Resident has supplied information to Manager by means of a rental application or similar instrument, Resident covenants that Resident knowingly and voluntarily gave all such information, and if such information proves to be false or misleading, Resident shall have committed a material breach of this Lease that Resident shall not be permitted to cure. In cases of tax-exempt bond-financed properties Resident hereby certifies the accuracy of the statements made in all documents previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certification of Tenant Eligibility and Income Verification (collectively known as the "Certificate") shall be deemed substantial and material obligations of Resident's tenancy; that Resident will promptly comply with all requests for information with respect thereto from the Manager, the Owner of the Apartment Community or any Mortgagee; that Resident's failure to provide accurate information in the Certificate or Resident's refusal to comply with a request for information with respect thereto shall be deemed a material default by Resident which Resident shall not be permitted to cure; and that Resident's failure to furnish accurate and current information on the Certificate could subject Resident to civil liability. Resident agrees that this Lease shall become null and void if it becomes known to the Owner of the Apartment Community or Manager that continuation of Resident's occupancy will result in the interest on any tax-exempt bonds utilized to finance the construction of the Apartment Community becoming subject to federal income taxation, or in violation of the state statute permitting the issuance of such bonds.

### 33. CRIME-FREE HOUSING CLAUSE

- a. The Resident, any member of the Resident's household, or a guest or other person under the Resident's control, shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent activity or drug-related criminal activity.
- b. The Resident or any member of the Resident's household shall not permit the dwelling unit to be used for, or facilitate, criminal activity, including, but not limited to, violent criminal activity or drug related criminal activity.
- c. "Violent criminal activity" means any felonious criminal activity that has one of its elements the use, attempted use or threatened use of physical force against the person or property of another.

- d. "Drug related criminal activity" means the illegal manufacture, sales, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act).
- e. Resident, any member of the Resident's household, a guest or other person affiliated in any way with the resident, shall not engage in any illegal activity including prostitution, criminal street gang activity, threats or intimidation, assault, including, but not limited to the unlawful possession or discharge of Firearms or illegal weapons on or near the premises, or any other violation of the criminal statutes of the State of Florida or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, their agent, other Resident, or guest or that which involves imminent or actual serious property damage.
- f. Resident represents that neither Resident nor any occupant of the Apartment has ever been convicted of any felony or misdemeanor involving sexual misconduct or controlled substance, and that to the best of Resident's knowledge, neither Resident nor any occupant of the apartment is the subject of a criminal investigation or arrest warrant. Resident hereby further represents that neither Resident nor any occupant of Residents apartment has any criminal charges of a sexual nature pending adjudication at this time. **Resident agrees that Landlord may terminate this lease if it ever comes to the attention of the Landlord that Resident has been convicted of any sexual criminal activity or placed on probation with adjudication withheld at any time prior to becoming a Resident or during Resident's tenancy at the apartment community.** Resident authorizes Landlord to perform a criminal background investigation of the Resident or any occupant of the apartment in the event the Landlord, in its sole discretion, has reason to believe that the Resident or any occupant has engaged in or is engaging in criminal activity in the apartment or at the apartment community.
- g. One or more violations of this clause constitutes a substantial violation of the lease and a material noncompliance with the lease for which the Resident shall not be given the opportunity to cure. Any such violation is grounds for termination of tenancy and eviction from the unit.
- h. Proof of violation shall be by a preponderance of evidence, unless otherwise provided by law.
- i. In case of any conflict between the provisions of this clause and any other provisions of this lease, the provisions of this clause shall govern.

34. **CORPORATIONS OR PARTNERSHIPS.** If Resident is a corporation or a partnership, the person signing this Lease on behalf of such corporation or partnership hereby warrants that he has full authority from such corporation or partnership hereunder and said person and the corporation or partnership shall be jointly and severally liable for all rent and any and all other amounts that may be due and owing to Landlord under the terms of this Lease, including attorney's fees and costs.

35. **NO CONSTRUCTION LIENS.** Resident shall have no power or authority to permit construction, mechanics, materialmen's or other liens to be placed upon the leased property in connection with maintenance, alterations, and modifications or otherwise. The interest of the Landlord shall not be subject to liens for improvements made by the Resident. Landlord shall not be liable for any work, labor or materials furnished to the Premises by or through Resident or anyone claiming through Resident. No construction liens or other liens for any such work, labor or materials shall attach or affect the interest of the Landlord in and to the Premises. Landlord intends to record a notice as set forth in Florida Statutes Section 713.10. This lease itself shall not be recorded in the public records.

36. **AMENITIES.** You agree that you are renting only the Apartment. Rent does not include the use of any amenities, including recreational facilities, of the Community. Any amenity may be used only by Residents, Occupants and their guests as outlined by the Rules and Regulations. We may from time to time issue new rules and regulations to govern the use of such amenities. Such rules and regulations may call for the payment of fees, either on a seasonal, monthly or annual basis, for membership. Fees for use by your guests of the amenities may be charged. The use of any amenity may be allowed or revoked in our sole discretion. The amenity may be removed from service by us on a permanent or part-time basis without compensating you and rent may not be withheld nor the lease terminated based on such action.

37. **SATELLITE DISHES.** The Resident is allowed to install a satellite dish within the apartment or on a balcony that is part of the apartment under the following conditions:

- a. Satellite dish must not exceed one meter in diameter that is totally within the Premises being leased. One meter is the equivalent of three feet, three inches and diameter is the distance as measured across the widest part of the dish. Resident is required to have the dish installed by a professional installer.
- b. Resident is not permitted to install the dish on outside walls, outside windowsills, roofs, common area balconies, common area stairways or other common areas. Dish must be securely mounted in such a manner that it cannot become dislodged. Resident may not hang dish out a window. Dish must be installed below the top of the balcony railing.
- c. Resident shall not damage the apartment when installing the satellite dish. Resident is not permitted to drill holes through outside walls, patio/balcony/terrace walls, roofs, balcony railings or glass; or any other location where holes might impair the buildings weatherproofing or where there is risk of striking electrical or plumbing lines. The Resident may use an easily removable C-clamp, stand or similar device in order to avoid damage to the property. Resident is not permitted to splice into any existing wires or cables.
- d. Resident must obtain and present proof of liability insurance covering the dish and any personal injury or damage to the apartment caused by the dish. Said insurance must list name of Owner for property as an additional insured.
- e. Resident hereby agrees to indemnify Owner, agents, assigns, successors and employees of the owner in the event any third party should bring an action for personal or property damage against the owner for damages caused by reason of the installation of the dish; or because of the dish becoming dislodged. Such indemnification extends to attorney's fees incurred by the Owner in defending any such action.

38. **GARAGE, CARPORT AND STORAGE UNITS.** If a garage, carport or storage unit is leased at the apartment community, it is understood and agreed that these shall be considered a part of the leased premises and shall be part of the total monthly rent. All terms and conditions shall be applicable to the garage, carport or storage unit, including the following:

- a. Resident shall not keep any pets in a garage, carport or storage unit.
- b. Resident agrees that he/she will not hold any garage sales or yard sales at the community.
- c. **NO FLAMMABLE OR COMBUSTIBLE LIQUIDS OR GASES, BATTERIES, FIREWORKS,**

**EXPLOSIVES OR ANY OTHER ITEM OR SUBSTANCE, WHICH OWNER DEEMS DANGEROUS OR UNACCEPTABLE, MAY BE KEPT IN THE GARAGE, CARPORT OR STORAGE UNIT.**

- d. No electricity may be hooked up to the garage, carport or storage unit and no plants may be grown within the garage, carport or storage unit.
- e. Resident acknowledges that the garage and storage units are not air conditioned and acknowledge that storing personal belongings within there are at his/her own risk.
- f. Resident further understands that the Landlord does not provide security services for Resident or any of Resident's belongings within the garage, carport or storage unit. Landlord will not be liable for any damages, loss or injury to persons or property occurring within or about the garage, carport or storage unit whether caused by Landlord, someone else, weather, fire, rain, wind, flood or any other acts of God.

39. **HURRICANES.** Resident agrees that the premises are located in Florida, which entails a high degree of risk that the premises may suffer damage due to wind storm or hurricane. The Resident is aware that damage from such a wind storm or hurricane could result in a high degree of damage to personal property or to occupants of the premises personally and that in view of such possibility that Resident has been made aware of the necessity and the availability of rental insurance for the purpose of insuring such personal property which may be stored inside the premises. Resident waives any claim of action against the Landlord for any damages that may accrue pursuant to a windstorm or hurricane that may affect the premises. The consideration for this waiver and agreement to indemnify is the Landlord has agreed to enter into a lease term for the aforesaid premises with the Resident. The Resident acknowledges that it is his or her duty to stay tuned to local radio and television stations to obtain directions as to whether the premises should be vacated in the interest of the personal safety of the occupants of the premises.

\* BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

WAIVER OF JURY TRIAL. THE RESIDENT HEREBY WAIVES RESIDENT'S RIGHT TO DEMAND A JURY TRIAL IN ANY CAUSE OF ACTION ARISING BETWEEN LANDLORD AND RESIDENT CONCERNING THIS CONTRACT.

**IN WITNESS WHEREOF**, the parties have executed these the day and year first above written. Resident's signature indicates they have read the entire agreement including the terms and conditions set forth above.

DocuSigned by:  
  
2468748CB27A4CD...

Resident (1) Signature

DocuSigned by:  
  
FF856224A40F4AF...

Resident (2) Signature

Vicky Sajousse

Resident (1) Please Print

Resident (2) Please Print

Resident (3) Signature

DocuSigned by:  
  
E57CDBE5E80407...

Authorized Agent for Landlord

Resident (3) Please Print

5/1/2020

Date

### Lock Out Addendum

First Time

During business hours  
After business hours

No Charge  
\$25.00